

ORIGINAL

VITALIANO, J.

BLOOM, M.J.

**IN THE UNITED STATES DISTRICT COURT
FOR EASTERN DISTRICT OF NEW YORK**

CV 21 - 2758

Civil Action No. _____

MAURICE OPARAJI,

Plaintiff,

-against-

HOME RETENTION CORP,
BORCHERT AND LASPINA, P.C.,
ROBERT W. FROMMER,
AKERMAN LLP,
JORDAN M. SMITH.

Defendants.

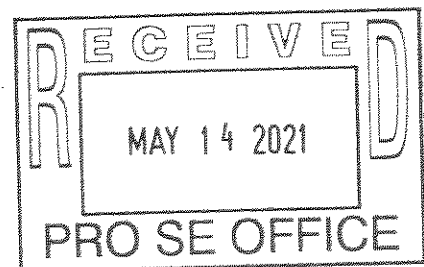
COMPLAINT FOR:

1. Federal Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227
2. New York Telephone Consumer Protection Act ("New York TCPA")
3. Injunctive relief enjoining any further violations of the TCPA
4. Conspiracy
5. Intentional Misrepresentation
6. Negligent Misrepresentation
7. Willful Misconduct

JURY TRIAL DEMANDED

PRELIMINARY STATEMENT

1. The Defendants, acting in concert as a conspiracy, failed to honor the National Do Not Call Registry, which is required by the consumer-privacy provisions of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227. They did not just violate the consumer-privacy provisions of the Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227, but also misrepresented a material fact which they knew was untrue with the intent to deceive plaintiff and the plaintiff relied on the false statement, and the plaintiff suffered damages as a result of his reliance on the defendants' false statements.



PARTIES

2. Plaintiff Maurice Oparaji a “person” as defined by 47 U.S.C. § 153(39), currently resides in New York:
MAURICE OPARAJI
245-11 133 Road
Rosedale, New York 11422
Phone: 718-978-3581
3. Defendant Home Retention Corp is a New York corporation with its principal place of business in Long Island City, New York:
HOME RETENTION CORP
28-07 Jackson Ave 5th floor
Long Island City, NY 11101.
Phone: 718-974-8234
Phone: (347) 682-2812
Phone: (917) 477-2988
4. Defendant Borchert & LaSpina, P.C is a New York corporation with its principal place in Whitestone, New York
BORCHERT AND LASPINA, P.C.
19-02 Whitestone Expwy, Suite 302
Whitestone, NY 11357
Phone Number: (718) 767-3333
5. Defendant Robert W. Frommer is a “person” as defined by 47 U.S.C. § 153(39), currently resides in New York:
ROBERT W. FROMMER
19-02 Whitestone Expwy, Suite 302
Whitestone, NY 11357
Phone Number: (718) 767-3333
6. Defendant Akerman LLP is a New York corporation with its principal place in New York, New York
AKERMAN LLP
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Phone Number: (212) 880-3800

7. Defendant Jordan M. Smith is a “person” as defined by 47 U.S.C. § 153(39), currently resides in New York:

JORDAN M. SMITH
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Phone Number: (212) 880-3800

JURISDICTION AND VENUE

8. This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. § 1331, 28 U.S.C. § 1332, as a civil action brought by citizens of the United States, and arising in other respects also under federal law and the U.S. Constitution.
9. Venue is proper because the events herein occurred within this District.
10. This Court also has supplemental jurisdiction over this action pursuant to 28 U.S.C. § 1367.
11. The amount in controversy—the amount the plaintiff claims the defendant owes or the amount at stake—is more than \$75,000, not counting interest and costs of court, because (*explain*): \$1,000,000.

FACTUAL ALLEGATIONS

12. This action concerns violations of the Federal Telephone Consumer Protection Act (“TCPA”), 47 U.S.C. § 227, the New York Telephone Consumer Protection Act (“New York TCPA”) by the Home Retention Corp, (“Retention Defendant”), the egregious misrepresentations and omissions of Robert W. Frommer, a principal of, and the law firm of, Borchert & LaSpina, P.C, (“Borchert Defendants”), Jordan M.

Smith, a partner in, and the law firm of, Akerman LLP (“Akerman Defendants”), causing damages in excess of \$1,000,000.

13. On and before December 1, 2020, Mr. Jorge Sanchez of Home Retention Corp called plaintiff and told him that Robert W. Frommer directed him to call him because he is looking to sell his property located at 245-11 133 Road Rosedale, New York 11422, that is for foreclosure. Jorge Sanchez told plaintiff that he wants to buy the property as is and pay cash within 24 hours. Plaintiff told Jorge Sanchez that he is not selling his property. That he wants to buy the property as is and pay cash within seven days. Plaintiff Jorge Sanchez that he is not interested. But Jorge Sanchez did not believe plaintiff; hence, the calls continued. (Attachment 3).
14. But Mr. Jorge Sanchez did not believe plaintiff; hence, the calls continued. (Attachment 3).
15. Plaintiff did not tell Robert W. Frommer that he is looking to sell his property located at 245-11 133 Road Rosedale, New York 11422.
16. On April 27, 2021 at about 4:21 pm, Liomar Crespo ((347) 334-6951) called plaintiff; Liomar Crespo told plaintiff that one Mr. Jordan Smith informed her that plaintiff is seeking to refinance his existing loan. Plaintiff told Liomar Crespo that he is not seeking for refinance. Liomar Crespo identified herself to plaintiff as a secretary with Home Retention Corp.
17. Plaintiff never told Jordan Smith that he is seeking to refinance his existing loan.

18. Plaintiff's telephone number (718) 978-3581, is listed on the National Do Not Call Registry.
19. Plaintiff has been on the Do Not Call Registry since June 12, 2016.
20. Plaintiff's telephone number (718) 978-3581, is a residential telephone number that is not used for business purposes.
21. The Home Retention Corp's telephone numbers that were used in calling plaintiff's telephone number (718) 978-3581 are: (347) 682-2812; (917) 477-2988; (718) 880-8886; (510) 356-2859; (347) 826-6931; (347) 379-4416; (347) 334-6951.
22. The calls were meant and designed to solicit Plaintiff Maurice Oparaji to refinance or sell his property located at 245-11 133 Road Rosedale, New York 11422
23. Plaintiff was not interested and informed the callers of that; however, the calls continued.
24. These calls were placed by Home Retention Corp and its employees without the prior express written consent of the plaintiff.
25. In total, plaintiff believes he received at least 20 calls from Home Retention Corp. (Attachment 3).
26. The actions described herein were in violation of the TCPA.
27. Congress passed the TCPA to protect individual consumers from receiving intrusive and unwanted calls.

28. Plaintiff Maurice Oparaji (“Plaintiff”) brings this action under the TCPA alleging that Home Retention Corp conspired with Robert W. Frommer of Borchert & LaSpina, P.C and others, to send the unsolicited calls to plaintiff’s residential number listed on the National Do Not Call Registry, which is prohibited by Telephone Consumer Protection Act (TCPA) and New York TCPA.

29. Plaintiff brings this Complaint to: (1) stop Defendants’ practice of placing calls using an automatic telephone dialing system (“ATDS”) without their prior express written consent; (2) stop Defendants’ practice of placing calls using an artificial or prerecorded voice to the cellular and landline telephones of consumers nationwide without their prior express written consent; (3) enjoin Defendants from continuing to place calls using an ATDS to consumers who did not provide their prior express written consent to receive them; and (4) obtain redress for all persons injured by its conduct. (Attachment 3).

30. Jordan M. Smith or/and Akerman LLP; and Robert W. Frommer or/and Borchert & LaSpina, P.C.; are not, and had not been, the attorney of record in the matter in the Supreme Court of the State of New York, Queens County, CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019

31. The attorney of record in the matter in the Supreme Court, Queens County, CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019 is David Gallo of David A. Gallo & Associates LLP, 99 Powerhouse Road, First Floor, Roslyn Heights,

NY 11577, 516-583-5330, dgallo@msgarb.com. David Gallo of David A. Gallo & Associates LLP has not been changed/substituted in accordance with CPLR §321(b). The New York Consolidated Laws, Civil Practice Law and Rules - CVP § 321(b), provides as follows:

“Unless the party is a person specified in section 1201 , an attorney of record may be changed by filing with the clerk a consent to the change signed by the retiring attorney and signed and acknowledged by the party. Notice of such change of attorney shall be given to the attorneys for all parties in the action or, if a party appears without an attorney, to the party.

An attorney of record may withdraw or be changed by order of the court in which the action is pending, upon motion on such notice to the client of the withdrawing attorney, to the attorneys of all other parties in the action or, if a party appears without an attorney, to the party, and to any other person, as the court may direct”. CPLR § 321(b). (Attachments 4).

32. In New York State, there is no legal authority exists that allows the Borchert

Defendants and Akerman Defendants to file papers, make motions, and amend a complaint without properly substitution. (*Kitsch v Riker Oil Co.*, 23 AD2d 502, 502, 256 NYS2d 536 [2d Dept. 1965]).

33. The Borchert Defendants and Akerman Defendants lacked standing to file papers, make motions, and amend a complaint. *Dobbins v. County of Erie*, 58 AD2d 733 (4th Dept., 1977). See also *Ottaviano v Genex Coop., Inc.*, 15 AD3d 924, 790 NYS2d 791 [4th Dept 2005]; *Elite 29 Realty LLC v Pitt*, 39 AD3d 264, 833 NYS2d 456 [1st Dept

2007)]; (second attorney prohibited from applying for relief to court when plaintiff already represented by counsel).

34. The Borchert Defendants and Akerman Defendants misrepresented the truth of the matter; they claim that they are the attorney of record. Sometimes, they claim that they are co-counsel of plaintiff. Yet again, sometimes, they claim they are counsel to counsel of the plaintiff in the matter CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/20. (Attachments 7-9, 13-14, 17).
35. The Borchert Defendants and Akerman Defendants knew or should have known that their representations were false. (Attachments 1-2, 4-10, 13-14, 17).
36. The Borchert Defendants and Akerman Defendants knew or should have known that the representation was made for the purpose of inducing this plaintiff to rely upon it. (Attachments 1-2, 4-10, 13-14, 17).
37. The Borchert Defendants and Akerman Defendants knew or should have known that second attorney is prohibited from applying for relief to court when plaintiff already represented by counsel. (Attachments 1-2, 4-10, 13-14, 17).
38. Because they are attorneys of many years in practice, plaintiff rightfully rely on their representation, in ignorance of its falsity; hence, plaintiff has been having problem sleeping since the occurrence. (Attachments 1-2, 4-10, 13-14, 17).
39. The Akerman Defendants, acting in their individual capacity, represented as an attorney of record, which later was discovered that they are not (Attachment 9).

40. The Akerman Defendants, acting in their individual capacity, represented as the co-counsel of record, which later discovered that they are not (Attachment 7).
41. The Akerman Defendants representing as the co-counsel of record for the plaintiff, CitiMortgage, Inc., successor by merger to ABN Amro Mortgage Group opposing plaintiff's Motion to enjoin the defendants, Robert W. Frommer and Jordan M. Smith, at the Supreme Court, Queens County, CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019. (Attachments 4-10, 13-14, 17).).
42. The Borchert Defendants, acting in their individual capacity, represented as an attorney of record, which later was discovered that they are not (Attachment 9).
43. The Borchert Defendants, representing as a counsel to Akerman LLP, the counsel of record for plaintiff, CitiMortgage, Inc., successor by merger to ABN Amro Mortgage Group opposing plaintiff's Motion to enjoin the defendants, Robert W. Frommer and Jordan M. Smith, at the Supreme Court, Queens County, CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019 (Attachment 9).
44. On August 16, 2019 at the Supreme Court, Queens County Courthouse, located at 88-11 Sutphin Boulevard, Jamaica, New York Jordan M. Smith accosted plaintiff and told him that "you have no business in New York Supreme Court; this is not African Court, I will do everything within my power to stop you". Plaintiff told Jordan M. Smith "you are not more American than me, you cannot stop me".

45. On September 5, 2019, plaintiff filed a motion for a default judgment, Jordan M.

Smith, claiming to be attorney for the plaintiff CitiMortgage, filed a cross motion asking the Supreme Court to bar plaintiff from filing any further *pro se* actions without first seeking leave of the appropriate Administrative Justice, Jordan M. Smith's cross motion stated as follows:

"Jordan M. Smith, pursuant to CPLR 2106, and under the penalties of perjury, affirms as follows:

1. I am an attorney admitted to practice law in New York State, and a partner in Akerman LLP, the attorneys for plaintiff/counter-defendant CitiMortgage, Inc. successor by merger to ABN Amro Mortgage Group, Inc.,¹ and am admitted to practice law in the State of New York. I am fully familiar with the facts set forth in this affirmation. I also make out the following points of law.¹ ABN Amro Mortgage Group merged into CitiMortgage, Inc., in 2007 and has not existed since that time. A true copy of the Certificate of Merger is attached to the Complaint in this action. [NYSCEF Doc. No, 1.]

PRELIMINARY STATEMENT

2, I submit this affirmation in opposition to Maurice Oparaji's motion for entry of default judgment against ABN Amro Mortgage Group, Inc., Citibank, N.A., and Terry Johnson, I also submit this affirmation in support of CitiMortgage's cross-motion to dismiss this action as against Citibank, N.A. and Terry Johnson, and to enjoin the Oparajis from further *pro se* filings.

BACKGROUND

3. CitiMortgage has been litigating the same issues with the Oparajis for over 12 years, including numerous appeals throughout the court system, and in proceedings from Civil Court to the Court of Appeals. *The 2011 Civil Court Action*

4. This action stems from a default under a mortgage securing a loan on the property located at 245-11 133rd Road in Rosedale, New York. The Oparajis defaulted on their mortgage loan, resulting in a foreclosure action being commenced in Queens County Supreme Court styled

ABN Amro Mortgage Group, Inc. v. Maurice Oparaji, et al., Index No. 6889/2007. That foreclosure action was settled, whereby the Oparajis agreed to reinstate their loan, and to reimburse CitiMortgage for all real property taxes CitiMortgage had paid on their behalf. The Oparajis were sent a written demand in April 2018 to reimburse CitiMortgage, which as successor-by-merger to ABN Amro Mortgage Group, for the real property taxes they agreed to repay in the stipulation of settlement. The Oparajis failed to reimburse CitiMortgage for those real property taxes. Because of this, CitiMortgage properly held the Oparajis' account delinquent.

5. The Oparajis commenced an action against CitiMortgage in Civil Court on April 8, 2011, claiming it breached the settlement of the 2007 foreclosure action.² By order entered July 17, 2012, the Civil Court (Hon. Anna Culley) granted Citi defendants summary judgment and dismissed the complaint.³ Mr. Oparaji appealed to the Appellate Term, which by order dated April 9, 2014, reversed summary judgment on the grounds Mr. Oparaji was not properly served with the motion papers.

6. CitiMortgage moved for summary judgment a second time in May 2014, this time effecting proper service of the motion papers on Mr. Oparaji. By order dated August 18, 2014, the Civil Court (Hon. Jodi Orlow) granted CitiMortgage summary judgment.⁵ Mr. Oparaji moved to renew and reargue, which was denied by order entered November 28, 2014.⁶

7. Mr. Oparaji appealed and in May 2017 the Appellate Term affirmed the order granting summary judgment on grounds CitiMortgage "established its prima facie entitlement to judgment as a matter of law dismissing the complaint and that appellant did not raise a triable issue of fact in opposition."⁷ Mr. Oparaji moved to reargue the Appellate Term's decision and for permission to appeal to this Court. The Appellate Term entered a decision and order on September 28, 2017, denying this motion in its entirety.

8. Not satisfied, Mr. Oparaji moved the Appellate Division for permission to appeal the Appellate Term's decision affirming summary judgment. The Appellate Division denied permission to appeal in December 2017,⁹ Mr. Oparaji then moved to reargue and

for leave to appeal to the Court of Appeals, which was denied by decision and order dated March 15, 2018. Mr. Oparaji moved to reargue again, which was denied by decision and order dated July 27, 2018.

9. Mr. Oparaji moved the Court of Appeals directly for permission to appeal. The Court of Appeals dismissed the motion in November 2018 because that Court lacks jurisdiction to entertain a motion for leave to appeal an order of the Appellate Division in an action originating in the Civil Court of the City of New York. *The 2018 Supreme Court Action*

10. Mr. Oparaji commenced another action in April 2018 asserting the same general causes of action made in the April 2011 complaint.¹³ The Supreme Court (Hon. Pam Jackson Brown) entered an order in October 2018 dismissing the complaint in its entirety as against the Citi defendants. That order is currently on appeal before the Second Department. *The 2019 Federal Action*

11. Ms. Oparaji commenced an action against ABN Amro Mortgage Group, Citibank, N.A., Terry Johnson, and Richard Babeck in U.S. District Court for the Eastern District of New York in March 2019. A second amended complaint was filed on July 12, 2019. All allegations arise out of the mortgage loan at issue in this foreclosure. A motion to dismiss the second amended complaint remains pending before the federal court. *The 2019 Foreclosure Action*

12. CitiMortgage, Inc. commenced this action to foreclose the Oparajis' mortgage in March 2019. [NYSCEF Doc. No. 1.]

13. Ada Oparaji answered the complaint on April 8, 2019 naming CitiMortgage, Inc., ABN Amro Mortgage Group, Inc., Citibank, N.A., Richard M. Babeck, and Terry Johnson as counter-defendants. [NYSCEF Doc. No. 10.] The affidavit of service states the answer with counterclaim was served on CitiMortgage, Inc., ABN Amro Mortgage Group, Inc., Richard M. Babeck and Terry Johnson on April 8, 2019. [NYSCEF Doc. No. 11.] The affidavit does not state the method of service, nor is there any proof of service on Citibank, N.A. [*Id.*]

14. Maurice Oparaji answered the complaint on April 9, 2019. Although he does not list them in his caption, Mr. Oparaji purports to name CitiMortgage, Inc., ABN Amro Mortgage Group, Inc., Citibank, N.A., Richard M. Babeck; and Terry Johnson as counter-defendants. [NYSCEF Doc. No. 12.] The affidavit of service states

the answer with counterclaim was served on CitiMortgage, Inc., ABN Amro Mortgage Group, Inc., Richard M. Babeck, and Terry Johnson on April 9, 2019. [NYSCEF Doc. No. 13.] The affidavit does not state the method of service, nor is there any claim of service on Citibank, N.A. [*Id.*]

15. Ms. Oparaji filed notice of removal to federal court in April 2019 on the basis of diversity jurisdiction. [NYSCEF Doc. No. 14.] Mr. Oparaji consented to removal. [NYSCEF Doc, No. 16]

16. Ada Oparaji filed an amended answer with counterclaim in the federal court on May 15, 2019.¹⁶ Maurice Oparaji also filed an amended answer with counterclaims in the federal court on May 16, 2019.¹⁷ CitiMortgage answered Mr. Oparaji's counterclaims on May 29, 2019. (Oparaji Motion, Ex, 3) Despite CitiMortgage's answer, the Oparajis moved the federal court for entry of default. The federal court entered an order on August 14, 2019 remanding this action to this Court without ruling on the motion for default. [NYSCEF Doc. No.29.]

17. Mr. Oparaji moves for a default judgment against ABN Amro Mortgage Group, Inc., Citibank, N.A., Richard M. Babeck, and Terry Johnson for failure to respond. [NYSCEF Doc. No. 32.] The motion should be denied and the Oparajis enjoined from further *pro se* filings.

ARGUMENT

No Default Judgment May Enter

18. "When a defendant has failed to appear, plead or proceed to trial of an action reached and called for trial, or when the court orders a dismissal for any other neglect to proceed, the plaintiff may seek a default judgment against him." CPLR 3215(a). No default against Citibank, N.A. or Terry Johnson may enter because neither was properly added as a defendant to this action, and there is no proof of service on either.

19. "Where a person not a party is alleged to be liable a summons and answer containing the counterclaim shall be filed, whereupon he or she shall become a defendant." Fed. R. Civ. P. 14; *compare* CPLR 1007. Mr. Oparaji never filed any summonses with his answer containing the counterclaim, nor did the U.S. District Court of the Eastern District of New York ever issue a summons. Neither Citibank nor Ms. Johnson ever became parties to this action. They cannot be defaulted.

20. Mr. Oparaji is also not entitled to a default judgment because he never effected service of process on Citibank or Ms. Johnson.

"On any application for judgment by default, the applicant shall file proof of service of the summons and the complaint, or a summons and notice." CPLR 3215(0. "Adequate proof that a defendant was properly served with process is a prerequisite to the entry of a default judgment against that defendant." *Cordero v. Barreiro-Cordero*, 129 A.D.3d 899, 900 (2d Dep't 2015).

21. As stated, no summonses ever issued to Citibank, N.A. or Terry Johnson. No proofs of service as required by CPLR 306 are filed. In the absence of proof of service, no default judgments as to these counter-defendants may enter. Mr. Oparaji includes an affidavit of service of his amended counterclaims with his current motion papers as Exhibit 2. Even that affidavit does not state a summons was served and so fatally undermines his claim to have made adequate service as to the third parties Citibank and Johnson. It does not even claim service of anything on Citibank.

22. Mr. Oparaji is also not entitled to a default judgment against plaintiff/counter defendant CitiMortgage, Inc., successor-by-merger to ABN Amro Mortgage Group, Inc. "Except where otherwise prescribed by law or order of the court, there shall be an answer or reply to an amended or supplemental pleading if an answer or reply is required to the pleading being amended or supplemented. Service of such an answer or reply shall be made within twenty days after service of the amended or supplemental pleading to which it responds." CPLR 3025(d). At the time Mr. Oparaji amended his counterclaims, on or about May 16, 2019, the case was pending in federal court. CitiMortgage timely answered the counterclaims on May 29, 2019, a copy of which Mr. Oparaji attaches to his moving papers. (*Id.*, Ex. 3.) Therefore, CitiMortgage is not in default, having answered the counterclaims three months before Mr. Oparaji served this motion. (*Id.*)

The Oparajis Should be Barred from Further Pro Se Filings.

23. "While public policy mandates free access to the courts, a party may forfeit that right if she or he abuses the judicial process by engaging in meritless litigation motivated by spite or ill will." *Graham v. Rawley*, 145 A.D.3d 721, 722-23 (2d Dep't 2016). The Oparajis have a history of abusing the judicial process. 24, The First Department recently enjoined Mr. Oparaji from filing any further litigation in another matter due to his abuse. *See Oparaji v.*

Yablon, 159 A.D.3d 539 (1st Dep't 2018) ("Plaintiffs are enjoined from commencing any further litigation relating to this matter without permission of this Court. The Clerk of this Court is directed to accept no filings from plaintiffs as to this matter without prior leave of the Court."). Mr. Oparaji is a prolific litigant. His name appears throughout the New York Reports. *See, e.g., Oparaji v. Books & Rattles*, 29 N.Y.3d 918 (2017); *Oparaji v. New York Mortgage Co, LLC*, 13 N.Y.3d 765 (2009); *Oparaji v. Vessup*, 158 A.D.3d 686 (2d Dep't 2018); *Oparaji v. 245-02 Merrick Blvd, LLC*, 149 A.D.3d 1092 (2d Dep't 2017); *Oparaji v. Books & Rattles*, 147 A.D.3d 1165 (3d Dep't 2017); *Oparaji v. New York Mortgage Co., LLC*, 55 A.D.3d 429 (1st Dep't 2008); *Oparaji v. Scheiner*, 50 A.D.3d 753 (2d Dep't 2008); *Oparaji v. Duran*, 18 A.D.3d 725 (2d Dep't 2005); *Oparaji v. Madison Queens-Guy Brewer, LLC*, 302 A.D.2d 439 (2d Dep't 2003); *Oparaji v. Weston*, 293 A.D.2d 592 (2d Dep't 2002); *Oparaji v. Alabi*, 39 Misc. 3d 138(A) (App. Term 1st Dep't 2013); *Oparaji v. United Home Mortg, Inc.*, 29 Misc. 3d 126(A) (App. Term 1st Dep't 2010); *Oparaji v. Blvd. Auto Wrecking, Inc.*, 20 Misc. 3d 138(A) (App. Term 2d Dep't 2008); *Oparaji v. United Home Mortg., Inc.*, 16 Misc. 3d 131(A) (App. Term 1st Dep't 2007); *Oparaji v. Hickson*, 12 Misc.3d 127(A) (App. Term 2d Dep't 2006); *Oparaji v. Holmes*, 10 Misc.3d 145(A) (App. Term 2d Dep't 2006); *Oparaji v. Pep Boys*, 5 Misc.3d 138(A) (App. Term 2d Dep't 2004); *Oparaji v. Carver Fed. Say. Bank*, 2002 WL 1311650 (App. Term 2d Dep't 2002); *Oparaji v. New York Mortgage Co., LLC*, 24 Misc. 3d 1230(A) (Sup. Ct. Bronx Co.2007).

25. This court should follow the First Department's lead and prevent further abuse of the judicial process by the Oparajis. They have harassed CitiMortgage for over a decade with his groundless accusations about his home mortgage loan—with constant frivolous motions for reargument or for leave to appeal. When the Appellate Division finally denied leave to appeal to the Court of Appeals in March 2018 Citi thought this abuse was finally over. Not so. Mr. Oparaji immediately commenced another action in April 2018. Ms. Oparaji commenced her own federal action March 2019.

26. The Oparajis now bring these meritless counterclaims and Mr. Oparaji has filed a frivolous motion for default against unserved non-parties and CitiMortgage, whose answer from May he attaches

to the motion for default. Once denied, Mr. Oparaji will, as he always does, appeal and move to reargue in order to harass CitiMortgage and its counsel. This need not continue. The Oparajis should be barred from filing any further *pro se* actions or motions arising out of their mortgage loan without first seeking leave of the appropriate Administrative Justice,

CONCLUSION

27. Because the Oparajis have failed to name or serve the new counterclaim defendants no default may lie against them. Instead, the Oparajis should be barred from filing any further *pro se* actions arising out of their mortgage loan without leave of the appropriate Administrative Justice. Mr. Oparaji also appears throughout the United States federal reporter. *See, e.g., Oparaji v. NE Auto-Marine Terminal*, 565 U.S. 1189 (2012); *Oparaji v. Atlantic Container Line*, 562 U.S. 1214 (2011); *Oparaji v. New York Mortgage Company LLC*, 559 U.S. 954 (2010); *Oparaji v. New York City Dep't of Educ.*, 552 U.S. 918 (2007); *Oparaji v. United Fed. of Teachers*, 552 U.S. 912 (2007); *Oparaji v. NE Auto-Marine Terminal*, 437 Fed. Appx. 190 (3d Cir. 2011); *Oparaji v. Atlantic Container Line*, 363 Fed. Appx. 778 (2d Cir. 2010); *Oparaji v. Virgin Atlantic Airways, Ltd.*, 258 Fed. Appx. 374 (2d Cir. 2007); *Oparaji v. New York City Dep't of Educ.*, 172 Fed. Appx. (2d Cir. 2006).

WHEREFORE, your affirmant prays for an order denying any default judgment in favor of the Oparajis, barring the Oparajis from filing any further *pro se* actions against the CitiMortgage arising out of their mortgage loan without first seeking leave of the appropriate Administrative Justice, and for such other relief as the Court deems just and proper.

Dated: New York, New York

September 5, 2019

/s/ Jordan M. Smith

Jordan M. Smith

Attorneys for CitiMortgage, Inc. successor
by merger to ABN Amro Mortgage Group,
Inc. and Purported Additional Parties
Citibank, NA., and Terry Johnson” (Attachments 13).

46. In an Order and Decision by Hon. Janice A. Taylor, dated January 7, 2020 Hon. Taylor denied Akerman Defendants' Cross Motion to enjoin further pro se filings, stating that "no legal basis for the relief sought". (Attachments 14).
47. Plaintiff received information from someone who wants to remain anonymous because of future engagements; the individual told plaintiff that some persons are being recruited to forge property documents and bear witness in the ongoing case in the Supreme Court, Queens County, CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019 (Attachment 9).
48. Plaintiff wrote to the Court and plaintiff in the matter that persons of dubious character are being solicited and recruited to forge documents and be witnesses in this action. (Attachments 1-2).
49. Forgery is define as any alteration or modification of an official document, such as a state-issued identification or locally issued permit, with intent to defraud, could be considered forgery. Typically, the purpose of creating a forgery is to try to pass it off as genuine in order to obtain services, money, or something else of value. It could also be intended to deprive someone else of something of value, such as if a person modifies a deed conveying real property by removing a grantee's name or changing the terms of the conveyance. (Attachments 2).

50. Plaintiff sent out notices to Cease-and- Desist such future conduct described in the letters dated September 4, and 6, 2020, failure “will be officially served with a lawsuit. BE WARNED”. (Attachment 1).
51. The Borchert Defendants and Akerman Defendants ignored plaintiff’s Notices to Cease-and- Desist such future conduct described in the letters dated September 4, and 6, 2020, and intensified their action. (Attachments 5-8).
52. The Borchert Defendants and the Akerman Defendants, acting in their individual capacity, had forged documents, filed papers and motions with the forged document to amend a pending action in which they are not effectively engaged or retained (Attachments 5-10).
53. Without properly substituted, the Borchert Defendants stated that they are appearing for the sole “purpose of contesting the allegation that defendants did not sign the subject note and mortgage or that their signatures on same are forged” (Attachment 17).
54. The Borchert Defendants and the Akerman Defendants ignored plaintiff “notices to Cease-and- Desist such future conduct described in the letters dated September 4, and 6, 2020, failure will be officially served with a lawsuit. BE WARNED”. (Attachment 1).
55. The information that plaintiff received from someone who wants to remain anonymous, was indeed correct, the Borchert Defendants and the Akerman defendants had indeed recruited John A. Caminiti and Jeremy Shapiro of Park Place Home Mortgage Corp. (Attachment 11-12).

56. John A. Caminiti and Jeremy Shapiro of Park Place Home Mortgage Corp forged HUD-1 statement, as at March 13, 2020, never existed. (Attachment 20).
57. See other forged documents by John A. Caminiti and Jeremy Shapiro of Park Place Home Mortgage Corp (Attachment 6).
58. Document Attachments “5” and “6” Uniform Residential Loan Application and HUD-1 statement, because plaintiff and his wife never executed any loan with ABN Amro Mortgage Group, Inc. Moreover, these documents did not exist at the time CitiMortgage Complaint was file at the Supreme Court, Queens County and never existed before March 13, 2020. (Attachments 17, 20).
59. ABN Amro Mortgage Group, Inc never lend money to Plaintiff and his wife. Citibank, N.A is the lender for the loan Account #: 78672050 dated October 24, 2003 executed by plaintiff Maurice Oparaji and his wife Ada Oparaji.
60. Plaintiff and his wife never executed any loan with ABN Amro Mortgage Group, Inc. The purported Mortgage, note, and all document(s), dated March 31, 2004 and April 1, 2004 are fake, including attachment Uniform Residential Loan Application and HUD-1 statement. (Attachments 20, 30).
61. Plaintiff and his wife executed with Citibank, N.A. (“Citibank”), d/b/a/ CitiMortgage, Inc in June 15, 1993. The Loan was refinanced in October 24, 2003; plaintiff and his wife never taken any other loan on the property.

62. The mortgage purporting to have been executed by plaintiff Maurice Oparaji and his wife Ada Oparaji; and the note, and all and any document(s), dated March 31, 2004 and April 1, 2004, including Uniform Residential Loan Application and HUD-1 statement, purported to have been executed by plaintiff Maurice Oparaji or/and his wife with ABN Amro Mortgage Group, Inc is forged. (Attachment 30).
63. Because the attorney of record, David Gallo of David A. Gallo & Associates LLP, does not want to engage in manufacturing evidence to foreclose plaintiff's property, these defendants conspired to manufacture evidence.
64. First, these defendants claimed to be attorney of record; second, they claim to be attorney of attorney of record. Third, they solicited and recruited persons of dubious character to forge documents and be witnesses. (Attachments 1-2).
65. Defendants manufactured documents for the sole purpose of foreclosing and selling plaintiff's property located at 245-11 133rd Road, Rosedale, New York, Queens County.
66. Having armed with the forged document, HUD-1 statement, Borchert Defendants and the Akerman Defendants moved the Supreme Court, Queens County, to amend the Complaint, with the forged HUD-1 statement by John A. Caminiti and Jeremy Shapiro of Park Place Home Mortgage Corp, annexed to the amended complaint as "Exhibit C". (Attachments 5-6).

67. The Borchert Defendants and the Akerman Defendants moved the Supreme Court to enjoin the plaintiff from filing pro se. (Attachments 13-14).

68. The Borchert Defendants and the Akerman Defendants interfered in the matter CitiMortgage, Inc. v. Maurice Oparaji; Index No. 704318/2019 prevented this plaintiff from defending or/and prosecuting the action in; they filed motions. (Attachments 6- 9).

69. The Borchert Defendants and the Akerman Defendants file motion to amend complaint the forged Exhibit "C" HUD-1 statement, which never existed. (Attachments 5).

70. The Borchert Defendants' affirmation in support of Proposed Amended Complaint, stated in pertinent part, as follows:

"Robert W. Frommer, Esq., an attorney admitted to practice law in and before the courts of the State of New York, affirms that the following statements are true and accurate and subject to the penalties of perjury:

1. I am a principal of the law firm of Borchert & LaSpina, P.C., of counsel to Akerman LLP, the counsel of record for plaintiff in this action. As such, I am fully familiar with the facts and circumstances recited herein.
2. I submit this affirmation in support of plaintiff's motion pursuant to CPLR 3025(b) for leave to interpose an amended complaint in the form annexed hereto as Exhibit "A". A copy of the proposed amended complaint is annexed hereto as Exhibit "A". A copy of the original complaint is annexed hereto as Exhibit "B".
3. The difference between the original complaint and the proposed amended complaint is that the proposed amended complaint has added a cause of action on the theory of equitable subrogation.
4. The equitable subrogation claim is founded in the payoff of a

prior mortgage as well as the payment of taxes and carrying charges. The HUD-1 statement from plaintiff's mortgage shows the payoff of that prior mortgage in the sum of \$251,748.82. A copy of that HUD 1 statement is annexed hereto as Exhibit "C".

5. Equitable subrogation is a well-established and meritorious doctrine in this State. *Great Eastern Bank v. Chang*, 227 A.D.2d 589, 643 N.Y.S.2d 203 (2d Dept. 1996); *King v. Pelkofski*, 20 N.Y.2d 326, 282 N.Y.S.2d 753 (1967); *Long Island City Savings and Loan Assoc'n v. Skow*, 25 A.D.2d 880, 270 N.Y.S.2d 234 (2d Dept. 1966).

6. Granting this motion will not prejudice any other parties. No depositions have been conducted and the assertion of a meritorious claim is not prejudicial. *Dolan v. Garden City Union Free Schoci. District*, 113 A.D.2d 781, 493 N.Y.S.2d 217 (2d Dept. 1985).

7. The law of this state emphatically provides that leave to amend the pleadings is to be liberally granted. CPLR 3025(b); *Siegel*, N2 Practice 2d Edition § 237, at 352 (1991 & Supp. 1997); *Thompson v. Alleva*, 76 A.D.2d 1022, 429 N.Y.S.2d 481 (3d Dept. 1980).

8. Generally, even the merits of the proposed amendment will not be considered on a motion to amend. *Sunshine v. Green Bus Lines. Inc.*, 41 Misc.2d 1037, 247 N.Y.S.2d 369 (Sup. 1963).

9. Based on the foregoing, the instant motion should be granted its entirety.

WHEREFORE, plaintiff requests that it be granted leave to interpose an amended complaint in the form annexed hereto as Exhibit "A" and that plaintiff be granted such other, further and different relief as this court deems just and proper". (Attachments 5).

71. The Borchert Defendants and the Akerman Defendants' Proposed Amended Complaint,

signed by both Jordan M. Smith and Robert W. Frommer, states in pertinent part, as

follows:

“AS AND FOR A SECOND CAUSE OF ACTION
(Action to Determine Title/Equitable Subrogation/Equitable
Mortgage/Equitable Lien)

33. Plaintiff repeats, restates and realleges each of the foregoing allegations as if fully set forth herein.

34. This cause of action is brought in equity and under the provisions

of Article 15 of the Real Property and Proceedings Law for a determination of Plaintiff's mortgage and lien interests and claims in and to the premises in Queens County, New York known as 245-11 133rd Road, Rosedale, New York and by a Queens County tax map designation of Block 13209 and Lot 80 and more particularly described in Exhibit "A" annexed hereto ("Premises").

35. Defendant Maurice H. Oparaji a/k/a Maurice Oparaji a/k/a Maurice UD Oparaji ("Maurice Oparaji") claims to have an ownership interest or other interest in the Premises.

36. Defendant Ada Patience Oparaji a/k/a Ada P. Oparaji a/k/a Ada Oparaji ("Ada Oparaji") claims to have an ownership interest or other interest in the Premises.

37. On October 24, 2003, Maurice Oparaji and Ada Oparaji executed and delivered a mortgage to Citibank, N.A. encumbering the Premises as security for a loan and debt in the principal sum of \$252,000.00.

That mortgage was recorded against the Premises on July 2, 2004 ("Citibank Mortgage"). A copy of the recorded Citibank Mortgage is annexed hereto as Exhibit "I".

38. As noted in the first cause of action in this complaint, the mortgage plaintiff seeks to foreclose in this action is dated March 31, 2004 and was recorded in the Office of the City Register of the City of New York on October 20, 2004. A copy of that mortgage is annexed hereto as Exhibit "H" ("Plaintiff's Mortgage").

39. Plaintiff's Mortgage was executed and delivered by both Maurice Oparaji and Ada Oparaji to ABN Amro Mortgage Group, inc. with the full intent to encumber the Premises as set forth in Plaintiff's Mortgage and as security for the annexed note.

40. Citimortgage, Inc. is the successor by merger to ABN Amro Mortgage Group, Inc. as set forth above. See Exhibit "J" annexed hereto.

41. \$251,748.82 of the proceeds of Plaintiff's Mortgage paid off and satisfied the Citibank Mortgage.

42. The Citibank Mortgage was satisfied of record by written instrument dated November 15, 2004 and recorded in the Office of the City Register of the City of New York on December 3, 2004. A copy of that recorded document is annexed hereto as Exhibit "K".

43. Plaintiff and plaintiff's predecessors in interest have paid taxes and other carrying charges to the benefit of the Premises and which payments have had the effect of benefitting the defendants.

44. Plaintiff's Mortgage is a valid, first priority mortgage and lien encumbering the Premises and the interests of all defendants are subject

and subordinate thereto.

45. Plaintiff is entitled to be subrogated to the position of the Citibank Mortgage and all prior mortgages and liens that were paid off, satisfied and discharged with the proceeds of Plaintiff's Mortgage by virtue of the doctrine of assignment by equitable subrogation and the doctrine of unjust enrichment and to have a corresponding equitable lien on the Premises with interest thereon from March 31, 2004 and continuing.

46. Plaintiff is entitled to be subrogated to the position of the taxes and other carrying charges affecting the Premises by virtue of the doctrine of assignment by equitable subrogation and the doctrine of unjust enrichment with interest thereon from the dates of payment and continuing Citibank Mortgage and all prior mortgages and liens that were paid off, satisfied and discharged with the proceeds of Plaintiff's Mortgage by virtue of the doctrine of assignment by equitable subrogation and to have a corresponding equitable lien on the Premises with interest thereon from March 31, 2004 and continuing.

47. Plaintiff further seeks and is entitled to judgment declaring that Plaintiff holds a first priority equitable mortgage and equitable lien encumbering all of the defendants' interests in the Premises in accordance with the terms of the Citibank Mortgage in which Plaintiff has rights as aforesaid.

48. The defendants herein claim, or it appears from the public records and the allegations of this complaint, that the defendants might claim an estate or interest in the Premises adverse to Plaintiff.

49. The defendants herein are of full age and sound mind and are not absentees, infants, incompetents, or alcohol abusers.

50. A judgment herein will not affect a person or persons not in being or ascertained at the commencement of this action, who by any contingency contained in a devise or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the Premises.

51. There are no persons not in being or ascertained at the commencement of this action, who by any contingency contained in any devise or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the Premises; and every person in being who have been entitled to such estate or interest if such event had happened immediately before the commencement of this action is named as a party hereto.

52. None of the parties to this action are unknown and none are infants, or incompetent to manage themselves or their affairs.

53. No personal claim is made, in this action, against any defendant other than a defendant who shall assert a claim adverse to the claim of

Plaintiff set forth in this complaint.

54. Plaintiff further seeks and is entitled to a judgment to the effect that the Plaintiff's Mortgage and lien is a valid encumbrance on the Premises and that the interests of all defendants are subject and subordinate to Plaintiff's Mortgage and lien on the Premises.

55. Plaintiff has no adequate remedy at law.

56. If Plaintiff's Mortgage and lien interest in the Premises is not established superior to all defendants herein, then all defendants will have reaped a windfall and become unjustly enriched all to the detriment, damage and hardship of Plaintiff.

57. No previous application for the relief requested herein has been made to this or any other court except to the extent requested in the original complaint filed in this action.

WHEREFORE, plaintiff demands judgment as follows:

(I) On the First Cause of Action,

A. That each and all of the defendants in this action, and any and all persons claiming by, through and under any of them, subsequent to the commencement of this action and the filing of the notice of pendency of this action, may be forever barred and foreclosed of any and all right, title and interest, claim, lien and equity of redemption in the mortgage Premises;

B. That the Court direct that the Premises can be sold according to law, in one parcel or otherwise as equity may require;

C. That the monies arising from the sale of the Premises may be brought into Court or paid to the plaintiff in accordance with RPAPL§ 1354.

D. That the monies due to plaintiff on the Mortgage may be adjudged and computed;

E. That plaintiff may be paid the amount adjudged to be due on the Mortgage with interest at the time of such payment, together with any monies advanced and paid pursuant to any term or provision of the Mortgage so as to protect the lien of the Mortgage, and together with taxes, insurance premiums and all other charges and liens paid thereon with interest upon said amount from the date of the respective payments and advances, together with all amounts due by virtue of statutory costs, allowances and attorney's fees, together with any reasonable attorney's fees over and above the amounts covered by the statutory attorney's fees, together with the expenses of the sale insofar as the amount of such monies properly applicable thereto will pay the same;

F. That if the proceeds of the sale of the Premises are insufficient

to pay the amount found due to plaintiff as set forth in the immediately preceding paragraph, the officer making the sale be required by the judgment of sale herein to specify the amount of such deficiency in the report of sale so that application may be made by plaintiff to the Court pursuant to Section 1371 of the Real Property Actions and Proceedings Law for a deficiency judgment against the defendant, MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, which will include the amount of any such deficiency, unless discharged in bankruptcy;

G. If the Court, upon such application shall so direct, plaintiff should have judgment against the defendant, MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, for the amount of such deficiency, unless discharged in bankruptcy;

H. That plaintiff be awarded reasonable attorney's fees as provided in the Note and Mortgage, as well as the costs and disbursements of this action; and

I. That plaintiff has such other and further relief as may be just and proper; and

(II) On the Second Cause of Action,

(a) declaring that Plaintiff's Mortgage validly encumbers the Premises and is superior to all claims and interests of the defendants, and directing the Queens County Clerk and the Office of the City Register of the City of New York to record the Judgment of this Court granting the relief requested herein and/or otherwise reflect in the real property records and indices thereof the Mortgage and lien interests of Plaintiff, and

(b) declaring that the interests of the defendants are subject and subordinate to Plaintiff's Mortgage and lien and interests, and

(c) declaring Plaintiff to be equitably subrogated to the position of the Citibank Mortgage with all applicable interest from the date of payment and continuing and that Plaintiff be equitably subrogated to the position of all liens, obligations, and mortgages that encumbered the Premises that Plaintiff and Plaintiff's predecessors in interest paid off and satisfied or reduced in amount with applicable interest thereon from the dates of payment and continuing, and declaring Plaintiff to be equitably subrogated to the position of all real estate taxes and other carrying charges paid by Plaintiff and by Plaintiff's predecessors in interest with applicable interest thereon from the dates of payment and continuing, and

(d) declaring Plaintiff to have a first priority

equitable mortgage and equitable lien encumbering the Premises with applicable interest from the dates of payment and continuing for all of the foregoing, and awarding costs and disbursements to Plaintiff as against any defendant that answers the second cause of action; and
(III) granting such other and further relief to Plaintiff as the Court may deem just and proper.

Dated: November 2, 2020

Akerman LLP

By: /s/ Jordan M. Smith

Jordan M. Smith, Esq.

Attorneys for Plaintiff

520 Madison Avenue, 20th, Floor

New York, New York 10022

(212) 880-3800

Borchert & LaSpina, P.C.

By: /s/Robert W. Frommer

Robert W. Frommer, Esq.

Of Counsel to Akerman LLP

19-02 Whitestone Expressway, Suite 302

Whitestone, New York 11357

(718) 767-3333". (Attachments 5).

72. The Borchert Defendants and the Akerman Defendants, acting in their individual capacity, moved the Court for a protective Order to stop the defendant to take depositions of witness for defense and prosecution of a case in which they are not part of, thereby interfering with the defense or/and prosecution of a case.
(Attachment 9).

73. The Defendants knowingly and purposefully agreed, acting as part of a conspiracy with Retention Defendant, fraudulently using forged documents by

John A. Caminiti and Jeremy Shapiro of Park Place Home Mortgage Corp to perform the acts complained of herein with the knowledge, and for the sole purpose, that such acts facilitate their mutual goals of foreclosing on plaintiff's property located at 245-11 133 Road Rosedale, New York 11422.

74. By reason of the wrongful conduct of Defendants, this plaintiffs, including his wife and family members who have lost consortium, have suffered conscious pain, suffering, severe emotional distress, attendant physical ailments and the fear of imminent serious bodily injury or death, and have suffered pecuniary and economic damage, loss of support, loss of nurture, care and guidance, grief, anguish, loss of services, loss of society, and other mental and physical injuries.
75. Defendants, conspiring and/or acting in concert, jointly and severally, undertook their actions willfully, wantonly, intentionally, maliciously, and in reckless disregard for plaintiff's rights, and as a direct, foreseeable, and proximate result thereof Plaintiffs suffered economic and emotional and attendant physical damage in a total amount to be proven at trial. Therefore, Plaintiffs seek punitive damages in an amount sufficient to deter Defendants and others from similar future wrongful conduct.

PRAYER FOR RELIEF

76. Plaintiffs demand that judgment be entered against Defendants, jointly and severally, for compensatory and actual damages because of their inflicted demonstrable financial, physical and emotional, reputational injury to Plaintiffs, punitive damages because of Defendants' callous and reckless indifference to the Plaintiffs' rights, giving rise to a jury verdict and judgment for damages in excess of \$1,000,000 USD, to be trebled where appropriate, and such other relief the Court may deem just and proper, including equitable relief, and an award of attorney's fees and costs.

JURY DEMAND

Plaintiffs respectfully demand a jury trial on all issues so triable.

I agree to provide the Clerk's Office with any changes to my address where case-related papers may be served. I understand that my failure to keep a current address on file with the Clerk's Office may result in the dismissal of my case.

I certify under penalty of perjury that the foregoing is true and correct.

Executed on: May 14, 2021


MAURICE OPARAJI
245-11 133 Road
Rosedale, New York 11422
Phone: 718-978-3581
mroparaji@yahoo.com

PLAINTIFF'S ATTACHMENT TO THIS COMPLAINT 1 through 30

PLAINTIFF'S ATTACHMENT TO COMPLAINT LIST

1. Final Notice, plaintiff requested that Robert W. Frommer and Jordan M. Smith to Cease-and- Desist such future conduct described in the letters dated September 4, and 6, 2020, failure "will be officially served with a lawsuit. BE WARNED".
2. Affidavit, plaintiff swears that he never applied or/and received a loan from ABN Amro Mortgage Group, Inc and information he received indicates persons of questionable character is being recruited to forge and bear witness by the defendants.
3. Foil, plaintiff's request for calls made between December 1, 2020 and February 28, 2021 on Account Number 718-978-3581.
4. NYS CPLR Section 321, CPLR 321(b) (1) provides that an attorney of record may be changed by filing a consent to change attorney signed by the retiring attorney and the party. Notice must be given to adverse parties. A party may not be represented by more than one attorney in an action (*Matter of Kitsch v Riker Oil Co.*, 23 A.D.2d 502) and the acts of an attorney who has not been substituted in accordance with CPLR 321 (subd [b]) should be disregarded (*Palmer v Palmer*, 62 Misc.2d 73, 76; cf. *Hess v Tyszko*, 46 A.D.2d 980).
5. Armed with forged document, defendants, Robert W. Frommer and Jordan M. Smith, moved the Supreme Court, Queens County, to amend the Complaint, with "Exhibit C" forged by John A. Caminiti and Jeremy Shapiro of Park Place Home Mortgage Corp.
6. Defendants Robert W. Frommer and Jordan M. Smith's forged documents, by John A. Caminiti and Jeremy Shapiro of Park Place Home Mortgage Corp that never existed until defendants Robert W. Frommer and Jordan M. Smith interfered.
7. Defendant Jordan M. Smith, representing as a partner in Akerman LLP, and the co-counsel of record for the plaintiff, CitiMortgage, Inc., successor by merger to ABN Amro Mortgage Group opposing plaintiff's Motion to enjoin the defendants, Robert W. Frommer and Jordan M. Smith, at the Supreme Court, Queens County, CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019.

8. Defendant Robert W. Frommer representing as a principal of the law firm of Borchert & LaSpina, P.C., of counsel to Akerman LLP, the counsel of record for plaintiff, CitiMortgage, Inc., successor by merger to ABN Amro Mortgage Group opposing plaintiff's Motion to enjoin the defendants, Robert W. Frommer and Jordan M. Smith, at the Supreme Court, Queens County, CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019
9. Defendant Jordan M. Smith, representing as a partner in Akerman LLP, and the attorneys of record for the plaintiff, CitiMortgage, Inc., successor by merger to ABN Amro Mortgage Group, Inc., and Defendant Robert W. Frommer representing as a principal of the law firm of Borchert & LaSpina, P.C., of counsel to Akerman LLP, moving for a protective Order, not to take depositions of witnesses, in the Supreme Court, Queens County, CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019.
10. Consent to Change of Attorneys was filed on 9/28/2020; it was rejected because it did not comply with CPLR 321 (b) (2). Another Consent to Change of Attorneys was filed on 10/27/2020; once more, defendants Jordan M. Smith, a partner in Akerman LLP, and Robert W. Frommer, a principal of the law firm of Borchert & LaSpina, P.C., of counsel to Akerman LLP, were unable to comply with CPLR 321 (b) (2).
11. NYS Department of State's entity information of Park Place Home Mortgage Corp., inactive - Dissolution (March 31, 2008).
12. Order and Opinion (2005-05583) of the Supreme Court of the State of New York, Appellate Division, Second Department, ordering pursuant to Judiciary Law § 90, effective immediately, John A. Caminiti is commanded to desist and refrain from (1) practicing law in any form, either as principal or as agent, clerk, or employee of another, (2) appearing as an attorney or counselor-at-law before any court, judge, justice, {**40 AD3d at 13} board, commission, or other public authority, (3) giving to another an opinion as to the law or its application or any advice in relation thereto, and (4) holding himself out in any way as an attorney and counselor-at-law.

13. Akerman Defendants' Notice of Cross Motion and Affirmation in Opposition and Cross Motion to Enjoin Further Pro se Filings.
14. Order and Decision by Hon. Janice A. Taylor, dated January 7, 2020 denying Akerman Defendants' Cross Motion to Enjoin Further Pro se Filings that "no legal basis for the relief sought".
15. Affidavit of Service of Settlement Conference Request, dated 4/23/2019, by David Gallo of David A. Gallo & Associates LLP.
16. Request for Judicial Intervention, dated 3/12/2019, by David Gallo of David A. Gallo & Associates LLP.
17. Notice of Appearance for the purpose of contesting the allegation that defendants did not sign the subject note and mortgage or that their signatures on same are forged, dated August 20, 2019.
18. Plaintiff Maurice Oparaji's Notice of Deposition, upon oral examination of witnesses, dated August 26, 2019.
19. Affidavit of Service of Plaintiff Maurice Oparaji's request for admissions, notice to produce, notice of deposition, dated August 26, 2019.
20. Letter, dated March 13, 2020 forwarding CitiMortgage's copies of documents bates Stamped as Citi0001 through Citi0174
21. Plaintiff Maurice Oparaji's Notice of Motion and Motion to Compel and Preclude, dated October 23, 2019.
22. Affidavit of Service of Plaintiff Maurice Oparaji's request for Combined Demands for Disclosure of Witness Expert and Party Statements, dated January 6, 2020.
23. Affidavit of Service of Summons, dated 4/22/2019, by David Gallo of David A. Gallo & Associates LLP.
24. Request that the Court take judicial notice of the contents of the case CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019; no record of consent to change, no substitute of attorney, and no Order of the Court to withdraw or be changed. Jordan M. Smith of Akerman LLP is not the attorney of record.

- 25. Affidavit of Service of Plaintiff Maurice Oparaji's Verified Answer with Counterclaims, 1303 Notice, and Notice of Opt-Out from participation in action subject to mandatory electronic filing**
- 26. Affidavit of Service of Summons Verified Complaint, Certificate of Merit, Statement of Authorization for electronic filing, Notice of Pendency, by David Gallo of David A. Gallo & Associates LLP.**
- 27. Mortgage dated May 10, 1993 executed by plaintiff Maurice Oparaji and his wife Ada Oparaji with owner and lender, Citibank, N.A.**
- 28. Satisfaction of Mortgage dated May 10, 1993; Document Date: 01-28-2004; Preparation Date: 02-0602004**
- 29. Mortgage dated October 24, 2003 executed by plaintiff Maurice Oparaji and his wife Ada Oparaji with owner and lender, Citibank, N.A.**
- 30. AFFIDAVIT OF FORGERY MORTGAGE FRAUD ALLEGATIONS AT ABN AMRO MORTGAGE GROUP, INC AND OTHERS**

Attachment 1 to Complaint

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

**CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.**

Plaintiff,

against-

**ADA OPARAJI, MAURICE OPARAJI,
Defendants,**

**ADA OPARAJI, MAURICE OPARAJI,
Defendants/Counter-claimants,**

-against-

**CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A
RICHARD M. BABECK; TERRY
JOHNSON,**

Counter-defendants.

Index No. 704318/2019

**Final Notice: Ignoring Defendants/
Counter-Claimant's Cease-and-Desist
Letter Dated September 4 and 6, 2020
(Herein Exhibit "A"; and "B")**

**TO: CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO
MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC
399 Park Avenue
New York 10043
Phone: (646) 291-2727**

**Robert W. Frommer
Borchert & LaSpina, P.C.
19-02 Whitestone Expwy, Suite 302,
Whitestone, NY 11357
Tel: 718-767-3333
Email: rfrommer@blpcny.com**

**Jordan Michael Smith
Akerman LLP
520 Madison Avenue, 20th Floor
New York, New York 10022
(212) 880-3800
jordan.smith@akerman.com**

I am the defendants/counter-claimants in the above titled action. Record indicates that the attorney of record in the above action is David Gallo of:

David A. Gallo & Associates LLP
99 Powerhouse Road
First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgarb.com

Despite the fact that David Gallo of David A. Gallo & Associates LLP is the attorney of record, on or about September 1, 2020 I discovered that plaintiff counter-defendant CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO

MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC commissioned Robert W. Frommer of Borchert & LaSpina, P.C., 19-02 Whitestone Expwy, Suite 302, Whitestone, NY 11357 and Jordan Michael Smith of Akerman LLP, 520 Madison Avenue, 20th Floor, New York, New York 10022, who are not attorneys of record in the action to solicit and recruit persons of dubious character to forge documents and be witnesses in this action. I wrote a cease-and-desist letter dated September 4, 2020 (Herein Exhibit "A"), to Robert W. Frommer and Jordan Michael Smith. In addition, I wrote a cease-and-desist letter dated September 6, 2020 (Herein Exhibit "B") to plaintiff counter-defendant

**CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO
MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC.**

**Robert W. Frommer, Jordan Michael Smith, CITIMORTGAGE, INC.,
SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.,
CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC ignored my letters.**

**Today October 5, 2020 I received a paper signed by Robert W. Frommer and
Jordan Michael Smith on behalf of CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/
CITIMORTGAGE, INC ignoring my letters; what's more, they ignored Civil Practice
Law and Rules 321 (CPLR 321).**

**By this letter (final notice) I am requesting that you Robert W. Frommer,
Jordan Michael Smith, and CITIMORTGAGE, INC., SUCCESSOR BY MERGER
TO ABN AMRO MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/
CITIMORTGAGE, INC, cease any future conduct(s) described above.**

**Any such future conduct(s), you Robert W. Frommer, Jordan Michael Smith,
and CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO
MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC will
be officially served with a lawsuit. BE WARNED.**

RESPECTFULLY SUBMITTED this 5th day of October, 2020.

/S/Maurice Oparaji

**Maurice Oparaji
Defendant/Counter-claimant
245-11 133 Road
Rosedale, NY 11422
(347) 650-7895
mroparaji@yahoo.com**

**cc: The Clerk's Office
Queens County Supreme Court, Civil Term
88-11 Sutphin Blvd.,
Jamaica, NY 11435**

**Justice Janice A. Taylor
Civil Term -Part 15, Courtroom 41
88-11 Sutphin Blvd.
Jamaica, NY 11435**

**David Gallo
David A. Gallo & Associates LLP
Attorneys for plaintiff/ Counter-defendant CitiMortgage, Inc
99 Powerhouse Road
First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgarb.com**

**Ada Oparaji
Defendant/Counter-claimant
12 Boylan Street
Newark, New Jersey 07106
(347) 276-6451
Email: queenoparaji@yahoo.com**

EXHIBIT

A

NYSCEF DOC. NO. 135

RECEIVED NYSCEF: 09/05/2020

Maurice Oparaji
245-11 133 Road
Rosedale, NY 11422
Tel: 347-276-6451
Email: mroparaji@yahoo.com
September 4, 2020

Robert W. Frommer
Borchert & LaSpina, P.C.
19-02 Whitestone Expwy, Suite 302
Whitestone, NY 11357
Tel: 718-767-3333
Email: rfrommer@blpcny.com

Dear Sir/Madam:

**RE: Index #: 704318/2019; CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC. v. MAURICE H. OPARAJI et al
Assigned Case Judge: Janice A Taylor**

**Cease and Desist any Continuing or Future Filing in this Action and Cease
and Desist any Continuing or Future Soliciting and Recruiting Persons of
Questionable Character to be Witnesses in this Action.**

We are the defendants/counter-claimants in the above titled action. As such, we
have personal knowledge with the facts of this action and the proceedings heretofore.
We have in several occasions informed you that you are not the attorney of record,
and until an attorney of record is effectively discharged; the attorney of record in this
action is David Gallo of:

David A. Gallo & Associates LLP
99 Powerhouse Road
First Floor

NYSCEF DOC. NO. 135

RECEIVED NYSCEF: 09/05/2020

Roslyn Heights, NY 11577
 516-583-5330
dgallo@msgrb.com

On August 25, 2020, the defendants/counter-claimants in this action, Maurice Oparaji and Ada Oparaji, requested that you follow and comply with the New York Consolidated Laws, Civil Practice Law and Rules - CVP § 321(b), which provides as follows:

“Unless the party is a person specified in section 1201 , an attorney of record may be changed by filing with the clerk a consent to the change signed by the retiring attorney and signed and acknowledged by the party. Notice of such change of attorney shall be given to the attorneys for all parties in the action or, if a party appears without an attorney, to the party.

An attorney of record may withdraw or be changed by order of the court in which the action is pending, upon motion on such notice to the client of the withdrawing attorney, to the attorneys of all other parties in the action or, if a party appears without an attorney, to the party, and to any other person, as the court may direct”.

In addition, defendants/counter-claimants, Maurice Oparaji and Ada Oparaji, attached a sample consent to change attorney (also attached herein as Exhibit “A”) for you to follow as required by CPLR 321. Instead, you ignored the defendants/counter-claimants August 25, 2020 request and made unauthorized filings. Furthermore, it has come to the defendants/counter-claimants’ knowledge that you are engaging in conduct that is illegal that violates the Rules of Professional Conduct and other law by soliciting and recruiting persons of questionable character to be witnesses in this action.

NYSCEF DOC. NO. 135

RECEIVED NYSCEF: 09/05/2020

In view of this, we are requesting that you cease any continuing or future filing in this action; until you comply with the provisions of CPLR 321.

In addition, you are warned to cease any continuing or future soliciting and recruiting persons of questionable character for the purpose of violating the Rule of Law in this action.

The undersigned Maurice Oparaji and Ada Oparaji, defendants/counter-claimants, attached herein another sample of consent to change Attorney. Exhibit "A".

RESPECTFULLY SUBMITTED this 4th day September, 2020.

/S/Maurice Oparaji
Maurice Oparaji
Defendant/Counter-claimant
245-11 133 Road
Rosedale, NY 11422
(347) 650-7895
mroparaji@yahoo.com

/S/Ada Oparaji
Ada Oparaji
Defendant/Counter-claimant
12 Boylan Street
Newark, New Jersey 07106
(347) 276-6451
Email: queenoparaji@yahoo.com

cc: David Gallo
David A. Gallo & Associates LLP
99 Powerhouse Road, First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgarb.com

NYCEF DOC. NO. 135

RECEIVED NYCCEF: 09/05/2020

CONSENT TO CHANGE ATTORNEY

SUPERIOR COURT OF THE STATE OF NEW YORK
COUNTY OF _____~~Plaintiff~~

Plaintiff

~~Defendant~~~~Defendant~~

Defendant

CONSENT TO
CHANGE ATTORNEY

IT IS HEREBY CONSENTED that ATTORNEY & ATTORNEY LLP, of [redacted] Avenue,
[redacted] New York 11501, be substituted as attorneys of record for the undersigned party in the
above-captioned matter in place and stead of the undersigned [redacted] of the date hereof.

PLEASE TAKE NOTICE that no service of papers by telefax or electronic transmission is
authorized. Any papers so served shall be treated as null and void.

Dated: Garden City, New York
June 24, 20__

HENRY JONES, JR.

Outgoing Attorneys

~~Plaintiff~~ATTORNEY & ATTORNEY LLP
Incoming Attorneys

By: _____

Attorney & Attorney

~~Plaintiff~~ Defendant

STATE OF NEW YORK)

COUNTY OF _____)

On the 24th day of June, 20__, before me, the undersigned, a Notary Public in and for
said State, personally appeared ~~Plaintiff~~ personally known to me or proved to me on the basis of
satisfactory evidence to be the individual whose name is subscribed to the within instrument and
acknowledged to me that she executed the same in her individual capacity, and that by her signature on
the instrument, the individual, or the person upon behalf of whom the individual acted, executed the
instrument.

Notary Public

NYSCEF DOC. NO. 135

RECEIVED NYSCEF: 09/05/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF Queens

**STATEMENT OF AUTHORIZATION FOR
 ELECTRONIC FILING**
 (Single Attorney Authorizing Individual Filing Agent)

I, David A. Gallo, Esq., (Attorney Registration No. _____) am an authorized user of the New York State Courts Electronic Filing System ("NYSCEF") (User ID _____). I hereby authorize Rebecca A. Lavanna of * ("the filing agent") to utilize his/her NYSCF filing agent ID to file documents on my behalf and at my direction in any e-filed matter in which I am counsel of record through the NYSCF system, as provided in Section 202.9-b of the Uniform Rules for the Trial Courts.

This authorization extends to any consensual matter in which I have previously consented to e-filing, to any mandatory matter in which I have recorded my representation, and to any matter in which I may authorize the filing agent to record my consent or representation in the NYSCF system.

This authorization extends to any and all documents I generate and submit to the filing agent for filing in any such matter. This authorization, posted once on the NYSCF website as to each matter in which I am counsel of record, shall be deemed to accompany any document filed in that matter by the filing agent.

This authorization also extends to matters of payment, which the filing agent may make either by debiting an account the filing agent maintains with the County Clerk of any authorized e-filing county or by debiting an account I maintain with the County Clerk of any authorized e-filing county.

This authorization regarding this filing agent shall continue until I revoke it in writing on a prescribed form delivered to the E-Filing Resource Center.

Date: 7/25/14

X [Signature]

Signature David A. Gallo

Firm Name Sweeney, Gallo, et al.

Firm/Department

95-25 QUEENS BLVD.

Street Address

REGO PARK NY 11374

City, State and Zip Code

718-459-9000

Phone

Cynthia@msgrb.com

E-Mail Address

*Aletate Process Service Inc./Allcounty Legal Support Inc.

NYSCEF DOC. NO. 135

RECEIVED NYSCEF: 09/05/2020

Index #: 704318/2019; CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC. v. MAURICE H. OPARAJI et al - Robert W. Frommer of Borchert & LaSpina, P.C. to Cease and Desist any Continuing or Future Filing in this Action and Cease and Desist any Continuing or Future Soliciting and Recruiting Persons of Questionable Character to be Witnesses in this Action..

From: prince oparaji (mroparaji@yahoo.com)

To: rfrommer@blpcny.com

Cc: dgallo@msgrib.com; efilings@msgrib.com; beth.schwartz@usdoj.gov; sarbyv@gmail.com; stefan.canizares@akerman.com; jordan.smith@akerman.com

Bcc: mroparaji@yahoo.com; quenenoparaji@yahoo.com; ezeudo3@outlook.com

Date: Friday, September 4, 2020, 9:08 AM PDT

VIA EMAIL AND REGULAR MAIL

Robert W. Frommer
Borchert & LaSpina, P.C.
16-02 Whitestone Expwy, Suite 302
Whitestone, NY 11357
Tel: 718-767-3333
Email: rfrommer@blpcny.com

Dear Sir/Madam:

Attached is Notice to Robert W. Frommer of Borchert & LaSpina, P.C. to Cease and Desist any Continuing or Future Filing in this Action and Cease and Desist any Continuing or Future Soliciting and Recruiting Persons of Questionable Character to be Witnesses in this Action. . . . In action with Index #: 704318/2019; CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC. v. MAURICE H. OPARAJI et al; Assigned Case Judge: Janice A Taylor.

RESPECTFULLY SUBMITTED this 4th day September, 2020.

/s/Maurice Oparaji
Maurice Oparaji
Defendant/Counter-claimant
245-11 133 Road
Rosedale, NY 11422
(347) 860-7885
mroparaji@yahoo.com

/s/Ada Oparaji
Ada Oparaji
Defendant/Counter-claimant
12 Boylan Street
Newark, New Jersey 07108
(347) 278-8461
Email: quenenoparaji@yahoo.com

cc: David A. Gallo & Associates LLP
99 Powerhouse Road
First Floor
Roslyn Heights, NY 11577

NYSCEF DOC. NO. 195
646-883-5330
dralic@msarb.com

RECEIVED NYSCEF: 09/05/2020



cease and desist - Exhibit A.jpg

930.8kB



cease and desist - Exhibit B.jpg

1.2MB



cease and desist.docx

19.8kB

EXHIBIT

B

NYSCEF DOC. NO. 137

RECEIVED NYSCEF: 09/06/2020

Maurice Oparaji
245-11 133 Road
Rosedale, NY 11422
Tel: 347-276-6451
Email: mroparaji@yahoo.com
September 6, 2020

CitiMortgage, Inc. a successor by merger to ABN AMRO Mortgage Group, Inc.
399 Park Avenue
New York, NY 10043
(646) 291-2727

Through:

David Gallo
Attorney of Record, CitiMortgage, Inc. a successor by merger to ABN AMRO
Mortgage Group, Inc.
David A. Gallo & Associates LLP
99 Powerhouse Road, First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgrb.com

Dear Sir/Madam:

**RE: Index #: 704318/2019; CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC. v. MAURICE H. OPARAJI et al**

Assigned Case Judge: Janice A Taylor

**Cease and Desist any Continuing or Future Commissioning of Individual or Entity
from Making a Motion or/and Filing, Signing, any Document(s) in this Action.**

We are defendants/counter-claimants in the above titled action. Record
indicates that the attorney of record in the above action is David Gallo of:

NYSCEF DOC. NO. 137

RECEIVED NYSCEF: 09/06/2020

David A. Gallo & Associates LLP
99 Powerhouse Road
First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgrb.com

Despite the fact that David Gallo of David A. Gallo & Associates LLP is the attorney of record, you have commissioned other individuals to solicit and recruit persons of questionable character to be witnesses in this action. Your action is blatant violation of the provisions of the Civil Practice Law and Rules and pertinent to Local Court Rules; specially, the CPLR 321.

In view of this, we are requesting that you cease any continuing or future commissioning of individual or entity from making a motion or/and filing, signing, any Document(s) in this Action. Exhibits "B" thro' "M" attached herein.

You should comply with CPLR 321 and follow New York Supreme Court and Appellate Divisions' controlling precedent; H. WACHTELL, NEW YORK PRACTICE UNDER THE CPLR 66-67 (5thed. 1976); accord Carlisle v. County of Nassau, 64 App. Div. 2d 15, 19, 408 N.Y.S.2d 114, 117(2d Dep't 1978) (although party represented by counsel at trial may not act, he may help plan trial strategy). Compare Chase Manhattan Bank (N.A.) v. O'Flynn, N.Y.L.J., June 22, 1984, at 12, col. 5 (Sup. Ct. N.Y. County June 21, 1984) (despite contention that such was delay tactic, defendant who properly discharged his attorney could act on his own behalf)

with *Cann v. Cann*, 204 Misc. 1069, 1071, 127 N.Y.S.2d 55, 58 (Sup. Ct. N.Y. County 1954) (once defendant represented by counsel, counsel can be served on defendant's behalf). The rule against pro se representation by a party represented by counsel predates the codification of civil procedure in New York. See *Webb v. Dill*, 18 Abb. Pr. 264, 264 (Sup. Ct. 1st Dist. 1865). This principle is closely related to the premise permitting a party to retain only one attorney of record in a particular action. Cf. *Dobbins v. County of Erie*, 58 App. Div. 2d 733, 733, 395 N.Y.S.2d 865, 866-67 (4th Dep't 1977) (mem.) (second attorney not formally substituted for attorney of record lacked standing to make motion to dismiss); *Kitsch v. Riker Oil Co.*, 23 App. Div. 2d 502, 503, 256 N.Y.S.2d 536, 536 (2d Dep't 1965) (mem.) (second attorney prohibited from applying for relief to court when plaintiff already represented by counsel); *Jackson v. Trapier*, 42 Misc. 2d 139, 141, 247 N.Y.S.2d 315, 316 (Sup. Ct. Queens County 1964) (prohibiting two attorneys from representing insured party). Thus, an attorney who is not the attorney of record has no authority to represent a party in an action. See *Dobbins*, 58 App. Div. 2d at 733, 395 N.Y.S.2d at 866-67; *Kitsch*, 23 App. Div. 2d at 503, 256 N.Y.S.2d at 536; *Trapier*, 42 Misc. 2d at 141, 247 N.Y.S.2d at 316. But see *Deacon's Bench, Inc. v. Hoffman*, 88 App. Div. 2d 734, 735, 451 N.Y.S.2d 861, 862 (3d Dep't 1982) (mem.).

NYSCEF DOC. NO. 137

RECEIVED NYSCEF: 09/06/2020

The undersigned Maurice Oparaji and Ada Oparaji, defendants/counter-claimants in this action, attached herein sample of consent to change Attorney.

Exhibit "A".

RESPECTFULLY SUBMITTED this 6th day September, 2020.

/S/Maurice Oparaji
Maurice Oparaji
Defendant/Counter-claimant
245-11 133 Road
Rosedale, NY 11422
(347) 650-7895
mroparaji@yahoo.com

/S/Ada Oparaji
Ada Oparaji
Defendant/Counter-claimant
12 Boylan Street
Newark, New Jersey 07106
(347) 276-6451
Email: queenoparaji@yahoo.com

cc: David Gallo
David A. Gallo & Associates LLP
99 Powerhouse Road, First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgarb.com

The Clerk's Office
Queens County Supreme Court, Civil Term
88-11 Sutphin Blvd.,
Jamaica, NY 11435

NYSCEF DOC. NO. 137

RECEIVED NYSCEF: 09/06/2020

EXHIBIT A.

VSCFF DOC. NO. 137

RECEIVED NYSCFP: 09/06/2020

CONSENT TO CHANGE ATTORNEY

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF~~XXXXXXXXXX~~

Index No.:

Plaintiff

against

CONSENT TO
CHANGE ATTORNEY~~XXXXXXXXXX~~

Defendant

IT IS HEREBY CONSENTED that ATTORNEY & ATTORNEY LLP, 600 Madison Avenue, New York, New York 11501, be substituted as attorney of record for the undersigned party in the above captioned case in place and stead of the undersigned attorney as of the date hereof.

PLEASE TAKE NOTICE that no service of papers by telefacsimile or electronic transmission is authorized. All papers so served shall be treated as null and void.

Dated: Garden City, New York
June 24, 20__

MONEY PUBLIC, INC.

Attorneys

ATTORNEY & ATTORNEY LLP
Incoming AttorneysBy: _____
Attorney A. Attorney

For and on behalf of Defendant

STATE OF NEW YORK)

COUNTY OF _____)

On the 24th day of June, 20__, before me, the undersigned, a Money Public in and for said State, personally appeared ~~XXXXXXXXXX~~ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her individual capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Money Public

NYSCEF DOC. NO. 137

RECEIVED NYSCEF: 09/06/2020

EXHIBIT B.

NYSCEF DOC. NO. 137
Calendar Number

RECEIVED NYSCEF 09/06/2020

PC 6/11/19
CC 3/15/20 4/15/20
NI 6/11/20 7/1/20SUPREME COURT OF THE STATE OF NEW YORK
QUEENS COUNTY: IAS PARTPRESENT: HON. ~~ROBERT~~ J. A. TAYLOR

Citi mortgage

Plaintiff(s).

Preliminary Conference Order

- against -

Oparaji

Defendant(s).

Index Number: 704818/19

Date RJI Filed: 4/23/19

APPEARANCES

Plaintiff(s):

Akerman LLP by Stephen Canizares

Defendant(s):

Borchert #12 Spina by Stacy Spadick

J. Michael Oparaji

Following a Preliminary Conference, it is hereby ORDERED that disclosure shall proceed as follows:

(1) Insurance Coverage: (a) If not yet done, defendant shall disclose in writing the existence and contents of any insurance agreement, including umbrella or excess coverage, as described in CPLR §3101(f) on or before 4/10/20 (b) plaintiff shall disclose any Uninsured Motorist/Supplemental Uninsured Motorist coverage on or before 4/10/20.

(2) Bill of Particulars:

(a) A demand for a Bill of Particulars or interrogatories shall be served by Pitt on or before 4/10/20.
 (b) A bill of particulars or interrogatories shall be served by Pitt on or before 3/17/20.
 (c) If an affirmative defense or counterclaim is asserted, a demand for a bill of particulars or interrogatories shall be served by Pitt on or before 4/10/20. A response to such demand shall be served by 3/17/20.
 (d) A supplemental Bill of Particulars shall be served by on or before .

as to items:

(3) Medical, Hospital, Record(s) and Authorization(s): On or before a duly executed written authorization(s) shall be furnished by for the following: (Check as apply)

- ☒ Physician, and/or hospital, pharmacy and/or autopsy records;
- ☒ Employment and/or attendance records for the period ;
- ☒ No-fault file;
- ☒ Diagnostic tests and films;
- ☒ Collateral source authorizations / workers comp records;
- ☒ W2 and/or tax return records for self-employed individuals (if there is a loss of wages claim) for the period of ;
- ☐ Other (specify) .

-1-

1 of 4

8 of 46

NYSCEF DOC. NO. 137

RECEIVED NYSCEF: 09/06/2020

(4) Physical Examinations:

- (a) Examination(s) of plaintiff shall be held on or before _____
- (b) Pursuant to 22 NYCRR §202-17(b), at least 20 days before such examination, _____ shall serve upon all other parties copies of the medical reports of those physicians who have previously treated or examined him/her.
- (c) A copy of the examining physician's report shall be furnished to all parties by _____ within _____ days of the examination.

(5) Depositions:

- (a) Examinations before trial shall be conducted as follows:
 Plaintiff(s) shall appear for examination before trial at Queen Location on Apr 10, 2020 at _____ a.m./p.m. and shall produce all relevant books, papers, records, and other material for use at the deposition, including _____
 Defendant(s) shall appear for examination before trial at Queen Location on Apr 10, 2020 at _____ a.m./p.m. and shall produce all relevant books, papers, records, and other material for use at the deposition, including _____
- (b) Unless otherwise directed prior to the examinations before trial, attorneys seeking rulings on objections or making application for any other relief pertaining to the depositions shall promptly appear at Chambers of the assigned IAS Justice, with their reporter, or shall communicate with the Emergency Justice, for a determination.
- (c) Once begun, a deposition shall continue until completed and shall not be adjourned without further order of the Court.
- (d) The transcript of an examination before trial shall be delivered to the party deposed within thirty (30) days of the deposition, and shall be returned, duly executed, pursuant to CPLR § 3116.
- (e) Subpoenas for the examination before trial of any non-party witness shall be served no later than 45 days after the completion of party depositions, provided such witness is known by completion of party depositions, and if not known at that time, within 45 days of first disclosure or identification of such witness or within the discretion of the Court.

(6) Other Disclosure:

- (a) On or before 1/20/20, all parties shall exchange names and addresses of all witnesses, and shall exchange statements of opposing parties and photographs, or, if none, shall provide an affirmation to that effect.
- (b) All parties shall exchange information relating to expert witnesses in compliance with CPLR §3101(d)(i).
- (c) Medicare Liens: If plaintiff is a medicare recipient or eligible, plaintiff shall, within 30 days, provide defendant(s) with the details of said lien(s), or if unknown, copies of correspondence to Medicare, evidencing plaintiff's efforts to determine the outstanding claim against said plaintiff/beneficiary, should one exist.
- (d) Additional Disclosure Issues: With respect to additional disclosure issues, the parties shall comply with the following agreement:

Defendant
Parties to respond to outstanding discovery
within 30 days by 12/20/19 1/31/20

NYSCEF DOC. NO. 137

RECEIVED NYSCEF: 09/06/2020

(7) Impinder: All third-party actions shall be commenced on or before the Compliance Conference date. Joinder of a third-party action beyond this date without leave of Court may result in a severance.

(8) Completion of Disclosure: All disclosure shall be completed on or before the Compliance Conference date.

(9) Compliance Conference:

(a) Unless a Note of Issue/Certificate of Readiness shall have been filed prior thereto, counsel for all parties shall appear at a Compliance Conference which shall be held in the Compliance Conference/Settlement Part on 3/16/20 4/15/20

(b) Filing of a Note of Issue prior to the Compliance Conference must include a written stipulation fully executed by all parties acknowledging that all discovery has been completed. Failure to comply with this provision will result in vacatur of the prematurely filed Note of Issue.

(c) Copies of medical reports and pleadings are to be brought to the Compliance Conference and attending attorneys must be knowledgeable about the case and be prepared to discuss settlement at that time.

(10) Note of Issue: Plaintiff shall file a Note of Issue/Certificate of Readiness on or before

6/16/20 7/17/20

(11) Motions for Summary Judgment: Pursuant to CPLR Rule 3212(a), any motion for summary judgment shall be made no later than 120 days after the filing of the note of issue, but under no circumstances beyond 120 days of the filing of the Note of Issue absent further order of the court.

(12) Stipulations of settlement or discontinuance are to be filed by defendant, pursuant to 22 NYCRR 202.28, with the County Clerk and must also give a copy to the Part of Court to which the action has been assigned, within 20 days of such discontinuance.

SO ORDERED:

[Signature]
J.S.C.

Dated: 12/21/19

I, the undersigned have read the preceding and fully understand the provisions contained herein shall constitute an Order of the Court. Failure to comply with any provision of this order may result in the imposition of costs, sanctions or other penalties provided by law.

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

[Signature]
Attorney for Plaintiff

[Signature]
Attorney for Defendant

FILED

JAN 02 2020

COUNTY CLERK
QUEENS COUNTY

-3-

3 of 4

10 of 46

EXHIBIT

C

Yahoo Mail - Index #: 704318/2019; CITIMORTGAGE, INC., S...

<https://mail.yahoo.com/d/folders/2/messages/213798?.intl=za&guc...>

Index #: 704318/2019; CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC. v. MAURICE H. OPARAJI et al - Final Notice: Ignoring Defendants/Counter-Claimant's Cease-and-Desist Letter Dated September 4 and 6, 2020 (Herein Exhibit "A"; and "B").

From: prince oparaji (mroparaji@yahoo.com)

To: rfrommer@blpcny.com; jordan.smith@akerman.com; dgallo@msgrb.com; queenoparaji@yahoo.com; ezeudo3@outlook.com

Date: Monday, October 5, 2020, 7:46 PM EDT

VIA EMAIL AND REGULAR MAIL

Gentlemen and Ladies:

Attached is the Final Notice: Ignoring Defendants/Counter-Claimant's Cease-and-Desist Letter Dated September 4 and 6, 2020 (Herein Exhibit "A"; and "B").

Thank you,

/S/Maurice Oparaji



2020_10_05_19_29_36-cease.pdf
1.6MB

Attachment 2 to Complaint

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

**CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.**

Plaintiff,

against-

ADA OPARAJI, MAURICE OPARAJI,

Defendants.

Index No. 704318/2019

**Hon. Justice Janice Taylor
Courtroom: 41**

AFFIDAVIT IN SUPPORT

Motion Seq. #: 7

Returnable: 11/24/2020

ADA OPARAJI, MAURICE OPARAJI,

Defendants/Counter-claimants,

-against-

**CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A.;
RICHARD M. BABECK; TERRY JOHNSON,**

Counter-defendants,

Maurice Oparaji, being duly sworn, deposes and says as follows:

- I am the defendant/counter-claimant in the above titled action. As such, I have personal knowledge with the facts of this action and the proceedings heretofore. My wife Ada Oparaji is also a defendant/counter-claimant in the action. I am making this Affidavit in support of Defendant/Counter-claimant Maurice Oparaji's motion for an Order:**

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

- (a) Disregarding and dismissing the motion to amend by Robert W. Frommer of Borchert & LaSpina, P.C because Robert W. Frommer was, and is, not properly substituted as attorney of record. Robert W. Frommer of Borchert & LaSpina, P.C lacked standing to make the motion to amend. *Dobbins v. County of Erie*, 58 AD2d 733 (4th Dept., 1977). In New York State, there is no authority for a party to be represented by more than one attorney in an action (*Kitsch v Riker Oil Co.*, 23 AD2d 502, 502, 256 NYS2d 536 [2d Dept 1965]), and the actions of an attorney not properly substituted in accordance with CPLR §321(b) as counsel should be disregarded (*Dobbins v Erie County*, 58 AD2d 733, 733, 3 95 NYS2d 865 [1977]; see *Ottaviano v Genex Coop., Inc.*, 15 AD3d 924, 790 NYS2d 791 [4th Dept 2005]; *Elite 29 Realty LLC v Pitt*, 39 AD3d 264, 833 NYS2d 456 [1st Dept 2007]); (second attorney prohibited from applying for relief to court when plaintiff already represented by counsel).
- (b) Imposing financial sanctions against Robert W. Frommer of Borchert & LaSpina, P.C pursuant to 22 NYCRR 130-1.1 as a result of his actions with respect to his overall misconduct and in respect to his November 2, 2020 motion to amend without authority, falsely made affirmation dated November 2, 2020. NYSECF No. 154; and offered a forged instrument to the Court. NYSECF No. 158. Robert W. Frommer signed and filed the November 2, 2020 motion to amend; the motion was frivolous and grounded in bad faith.

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 169

RECEIVED NYSCEF: 11/09/2020

Additionally, Robert W. Frommer's motion had no chance of success under existing law and precedent, and failed to advance a reasonable argument to extend, modify or reverse existing law. Further, Robert W. Frommer's allegations of equitable subrogation theory which is founded in the fraudulently manufactured HUD-1 Settlement Statement, which never existed but for Robert W. Frommer and his fraudsters. **See Exhibits O and P.**

(c) Enter an Order preventing documents from being filed by attorney(s) not properly substituted in accordance with CPLR §321(b) as counsel of record; attorney(s) cannot be permitted to violate the longstanding rule in the Second Judicial Department that prohibits attorneys that are not properly substituted as attorneys of record to make motions, because they lacked standing to make the motion. *Dobbins v. County of Erie*, 58 AD2d 733 (4th Dept., 1977). As well, the Court in *Kitsch v. Riker Oil Co.*, 23 AD2d 502, pointed out that a party may not be represented by more than one attorney in an action, and the acts of an attorney who has not been substituted in accordance with CPLR §321(b) should be disregarded. *Kitsch v. Riker Oil Co.*, 23 AD2d 502.

(d) And such other and further relief as this Court may seem just and proper.

2. On 10/8/2003, Terry Johnson, the mortgage manager of Citibank had called me and my wife (Defendants/Counter-claimants in this action), to inform us that a refinance of our 1993 loan application has been approved for a 30-year

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 169

RECEIVED NYSCEF: 11/09/2020

residential loan for \$252,000.00 at a yearly fixed rate of 5.250%. **NYSECF No.**

78 - AFFIDAVIT OF FORGERY, Exhibits A; B.

3. On 10/24/2003, the loan closing was held at one of the Citibank's branch.

Defendants/Counter-claimants were presented with a stack of documents bound by a metallic clip and were directed to sign where "sign here" sticky notes had been placed on the documents. An explanation of the individual documents was not provided to the defendants/Counter-claimants. Included in the stack of documents was 10/24/2003 mortgage and note. Defendants/Counter-claimants signed all of the closing documents, including the 10/24/2003 mortgage and note in the principal amount of \$252,000.00 at a yearly rate of 5.250%. **NYSECF No. 78 - AFFIDAVIT OF FORGERY, Exhibits C.**

4. Terry Johnson, Citibank's representative, told the defendants/Counter-claimants that they will receive copies of the Mortgage and the Note in the mail.
5. Defendants/counter-claimants received a copy of the Mortgage in the mail, but not the Note. **NYSECF No. 78 - AFFIDAVIT OF FORGERY, Exhibits C.**
6. In May 24, 2012, at the Civil action against Citibank for breach of Stipulation, Citibank's representative/counsel Richard Babeck, filed papers in the Civil Court that showed two mortgages, 10/24/2003 mortgage, and 03/31/2004-04/01/2004 mortgage, that was the first time Defendants/counter-claimants became aware of

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

the forgery of the 03/31/2004-04/01/2004 Mortgage and the Note. NYSECF No.

78 - AFFIDAVIT OF FORGERY, Exhibit D.

7. Defendants/counter-claimants have never apply for a loan with ABN Amro Mortgage Group, Inc. No Loan has ever been approved by Amro Mortgage Group, Inc. Defendants/counter-claimants never executed a Loan with Amro Mortgage Group, Inc. Defendants/counter-claimants never appeared in a closing on March 31, 2004. Defendants/counter-claimants never appeared in a closing on April 1, 2004. Defendants/counter-claimants never appeared before a Notary Public on March 31, 2004. Defendants/counter-claimants never appeared before a Notary Public on April 1, 2004.
8. Defendants/counter-claimants immediately reported to the State of New York, Office of the Attorney General. In a letter dated August 7, 2012, File Number: 2012-1032547, Ronald Furan of the State of New York, Office of the Attorney General, Bureau of Consumer Frauds and Protection forwarded our correspondence to the District Attorney of Queens County. NYSECF No. 78 - **AFFIDAVIT OF FORGERY, Exhibit E.**
9. Investigation by the District Attorney of Queens County led to the arrest of the Citibank's representative/counsel Richard Babeck. Richard Babeck was arraigned on charges of filing False Instrument and Unlawful Practice of Law without a License. Richard Babeck pled guilty stating that he was directed by

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 169

RECEIVED NYSCEF: 11/09/2020

Citibank, N.A. d/b/a/ CitiMortgage, Inc to file the 03/31/2004 and 04/01/2004 Mortgage and the Note. In July 10, 2013 Richard Babeck was sentenced for filing False Instrument and Unlawful Practice of Law without a License.

NYSECF No. 78 - AFFIDAVIT OF FORGERY, Exhibit F.

10. Since May 24, 2012, Defendants/counter-claimants discovered the 03/31/2004 and 04/01/2004 Note, we have made several demands/attempts to ABN AMRO MORTGAGE GROUP, INC and CITIBANK, N.A., d/b/a/ CITIMORTGAGE to provide the 10/24/2003 Note to us, or make the Note available for us to sight and make copies, but ABN AMRO MORTGAGE GROUP and CITIBANK, N.A., d/b/a/ CITIMORTGAGE have failed to do so because the 03/31/2004 and 04/01/2004 Note was copied from the 10/24/2003 Note, that was signed and executed by Mr. and Mrs. Oparaji. **NYSECF No. 78 - AFFIDAVIT OF FORGERY, Exhibits I; J; and K.**

11. On 04/03/2019 defendants/counter-claimants received SUMMONS AND VERIFIED COMPLAINT AND NOTICE OF PENDENCY AND E-FILE NOTICE; CERTIFICATE OF MERIT Bearing Index Number 704318/2019 and date of filing of 03/12/2019. **NYSECF No. 9.**

12. In the CERTIFICATE OF MERIT PURSUANT TO CPLR 3012-B, bearing Index Number 704318/2019, filed 03/12/2019, David Gallo of David A. Gallo & Associates LLP, Attorney of Record of Plaintiff/Counter defendant CitiMortgage,

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 169

RECEIVED NYSCEF: 11/09/2020

Inc a successor by merger to ABN AMRO Mortgage Group, Inc, stated under
 New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR
 Part 130, as follows:

"I am an attorney at law duly licensed to practice in the State of New York, and am affiliated with the law firm of DAVID A. GALLO & ASSOCIATES LLP, attorney for plaintiff, CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO CITIMORTGAGE GROUP, INC., in this action.

This residential foreclosure action involves a home loan, as such term is defined in Real Property Actions and Proceedings Law 1304. Upon information and belief, Defendant, Maurice H. Oparaji A/K/A Maurice Oparaji A/K/A Maurice Ud Oparaji And Ada Patience Oparaji A/K/A Ada P. Oparaji A/K/A Ada Oparaji, is a resident of the property subject to foreclosure.

I have reviewed the facts of this case and reviewed pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by defendant, all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation.

I have consulted about the facts of this case with the following representatives of plaintiff:

Name	Title
WILMAMYIOW	VICE PRESIDENT DOCUMENT EXECUTION FOR CENLAR FSB SERVICER OF CITIMORTGAGE, INC.,

Upon this review and consultation, to the best of my knowledge, information, and belief, I certify that there is a reasonable basis for the commencement of this action, and that plaintiff is the creditor entitled to enforce rights under these documents.

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 169

RECEIVED NYSCEF: 11/09/2020

Listed in Exh. A and attached hereto are copies of the following documents not otherwise included as attachments to summons and complaint: the mortgage, security agreement and note or bond underlying the mortgage executed by defendant, all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation. (Check box if no documents are attached in Exh. A :)

Listed in Exh. B and attached hereto are supplemental affidavits attesting that certain documents as described in paragraph 5 supra are lost, whether by destruction, theft, or otherwise. (Check box if no documents are attached in Exh. B :)

I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130". NYSECF No. 3.

13. HUD-1 Settlement Statement was not mentioned in the Plaintiff/Counter-

Defendant CitiMortgage, Inc.'s verified complaint. HUD-1 Settlement Statement was not listed in Exh. A. HUD-1 Settlement Statement was not listed in Exh. B; and HUD-1 Settlement Statement was not listed in Exh. C. NYSECF No. 1-3.

14. On August 26, 2019 Defendant/Counter-Claimant Maurice Oparaji, pursuant to

CPLR §§ 3120 and 3101, served Plaintiff/Counter-Defendant CitiMortgage, a notice to produce. In the notice to produce, defendant/Counter-claimant, demanded that Plaintiff/Counter-Defendant CitiMortgage, Inc make available for inspection, photographing, copying, within 20 days, the following:

"All documents which are related to the subject loan transaction including but not limited to the Notes, security agreements, mortgages, assignments, allonges, insurance agreements, pooling and servicing agreements and any and all other documents that relate or

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 169

RECEIVED NYSCEF: 11/09/2020

reference in any way the loan, or Plaintiff's ability to service the loan, which is the subject of this instant litigation". NYSECF No. 36 ¶ 6.

"All executed or unexecuted, recordable or non-recordable assignments associated in any way with the subject loan including, but not limited to, assignments, transfers, allonges or any other document that purports to transfer the interest in the subject note and mortgage to any party from the date of its inception until the date of answering these requests for production". NYSECF No. 36 ¶ 14.

"All contracts, agreements and any other documents which show how and when the note and mortgage that are at dispute in this transaction came into possession of the Plaintiff/Counter-Defendant CitiMortgage or to another party". NYSECF No. 36 ¶ 16.

"All assignments of mortgage upon which Plaintiff/Counter-Defendant CitiMortgage relies on". NYSECF No. 36 ¶ 21.

"All documents that Plaintiff/Counter-Defendant CitiMortgage intends to rely on at trial". NYSECF No. 36 ¶ 22.

"Provide all documents, including Mortgage disclosure under the Real Estate Settlement Procedures Act (RESPA), the Truth in Lending Act (TILA), Closing Disclosure, Loan Estimate, good faith, and closing documents to the March 31, 2004 mortgage". NYSECF No. 36 ¶ 30.

15. Plaintiff/Counter-Defendant CitiMortgage, Inc never provided any of the

discovery demands. NYSECF No. 36.

16. While David Gallo of David A. Gallo & Associates LLP was, and still is, the attorney of record, retained by Plaintiff/Counter defendant CitiMortgage, Inc a successor by merger to ABN AMRO Mortgage Group, Inc, there were filings by Robert W. Frommer of Borchert & LaSpina, P.C; and filings by Akerman LLP.

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

17. Defendant/Counter-claimant Maurice Oparaji discovered that Robert W.

Frommer of Borchert & LaSpina, P.C and Akerman LLP are not of the same law firm.

18. On 08/25/2020 Defendant/Counter-claimant reminded the Court and the party(s) that “the record indicates that the attorney of record in this case is David Gallo of David A. Gallo & Associates LLP, and requested that the Court take judicial notice of the contents of this case; no record of consent to change, no substitute of attorney, and no Order of the Court to withdraw or be changed”. **EXHIBIT A; NYSECF No. 131.**

19. On 09/05/2020 Defendant/Counter-claimant demanded that non attorney of record should cease and desist any continuing or future filing in this action and cease and desist any continuing or future soliciting and recruiting persons of questionable character to be witnesses in this action. **EXHIBIT A; NYSECF No. 135. See also Exhibits O and P.**

20. On 09/05/2020 Defendant/Counter-claimant demanded that plaintiff/counter defendant CitiMortgage, Inc a successor by merger to ABN AMRO Mortgage Group, Inc cease and desist any continuing or future commissioning of individual or entity, that are not attorney of record, from making a motion or/and filing, signing, any document(s). **EXHIBIT C; NYSECF No. 137.**

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

21. On 09/08/2020 Defendant/Counter-claimant demanded for Signature(s) on the

Check disbursed from the March 31, 2004 Mortgage; and copy of the Check

disbursing the proceeds from the March 31, 2004 Mortgage. **EXHIBIT D;**

NYSECF No. 138.

22. On 10/05/2020 Defendant/Counter-claimant wrote a final notice. The letter dated

October 5, 2020, reads:

**"I am the defendant/counter-claimant in the above titled action.
Record indicates that the attorney of record in the above action is
David Gallo of:**

**David A. Gallo & Associates LLP
99 Powerhouse Road
First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgrb.com.**

**Despite the fact that David Gallo of David A. Gallo & Associates
LLP is the attorney of record, on or about September 1, 2020 I
discovered that plaintiff counter-defendant CITIMORTGAGE, INC.,
SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE
GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC
commissioned Robert W. Frommer of Borchert & LaSpina, P.C., 19-
02 Whitestone Expwy, Suite 302, Whitestone, NY 11357 and Jordan
Michael Smith of Akerman LLP, 520 Madison Avenue, 20th Floor,
New York, New York 10022, who are not attorneys of record in the
action to solicit and recruit persons of dubious character to forge
documents and be witnesses in this action.**

**I wrote a cease-and-desist letter dated September 4, 2020 (Herein
Exhibit "A"), to Robert W. Frommer and Jordan Michael Smith.**

**In addition, I wrote a cease-and-desist letter dated September 6, 2020
(Herein Exhibit "B") to plaintiff counter-defendant
CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN**

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 169

RECEIVED NYSCEF: 11/09/2020

AMRO MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC.

Robert W. Frommer, Jordan Michael Smith, CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC ignored my letters.

Today October 5, 2020 I received a paper signed by Robert W. Frommer and Jordan Michael Smith on behalf of CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC ignoring my letters; what's more, they ignored Civil Practice Law and Rules 321 (CPLR 321).

By this letter (final notice) I am requesting that you Robert W. Frommer, Jordan Michael Smith, and CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC, cease any future conduct(s) described above.

Any such future conduct(s), you Robert W. Frommer, Jordan Michael Smith, and CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC will be officially served with a lawsuit. **BE WARNED". EXHIBIT E; NYSECF No. 144. See also Exhibits O and P.**

23. On 10/16/2020 Defendant/Counter-claimant received a consent to change attorneys that was not properly executed. NYSECF No. 146.

24. Defendant/Counter-claimant rejected the consent to change attorneys stating that:

"New York Consolidated Laws, Civil Practice Law and Rules - CPLR 321 prohibits party from being represented by more than one attorney; Jackson v. Trapier, 42 Misc. 2d 139, 141, 247 N.Y.S.2d 315, 316 (Sup. Ct. Queens County 1964) (if more than one attorney "plaintiff would be required to serve duplicate papers"); Title Guar. & Trust Co. v. Uniform Fibrous Talc Co., 127 Misc. 183, 187, 215N.Y.S. 437, 441 (Sup. Ct. Bronx County 1926) ("This rule is designed to... insure to an opposing party that an attorney assuming

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 169

RECEIVED NYSCEF: 11/09/2020

to act for a party is authorized to do so, to the end that such party may know upon whom necessary notices or papers may be served"). See generally CPLR 2103(b) (Supp. 1984-1985) ("Except where otherwise prescribed by law or order of court, papers to be served upon a party in a pending action shall be served upon his attorney. **EXHIBIT F; NYSECF No. 149.**

25. On 10/27/2020 Defendant/Counter-claimant received another consent to change attorneys that was again not properly executed. **NYSECF No. 150.**
26. On 11/02/2020 Defendant/Counter-claimant wrote a final notice. The Notice of Return and Rejection dated November 2, 2020 reads:

"PLEASE TAKE NOTICE that defendants/counter-claimants Maurice Oparaji and Ada Oparaji hereby are returning and rejecting the plaintiff/counter-defendant CitiMortgage's Consent to Change of Attorneys dated 10/27/2020 because it did not comply with the New York Consolidated Laws, Civil Practice Law and Rules - CPLR 321.

Plaintiff/counter-defendant CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC's "consent to change of Attorneys" dated 10/27/2020 stated:

WHEREAS, plaintiff CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC desires that AKERMAN LLP and BORCHERT & LaSPINA, P. C. represent in this action."

THEREFORE, we, the undersigned, do hereby consent and agree the attorneys of record for the plaintiff David A. Gallo & Associates LLP, be changed, and that the following attorneys be substituted in their place as attorneys of record for such plaintiff". (See NYSECF No. 150).

Defendants/counter-claimants Maurice Oparaji and Ada Oparaji reiterates that CPLR 321 prohibits party from being represented by more than one attorney. (See NYSECF No. 149).

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

PLEASE TAKE FURTHER NOTICE that under New York law, electronic signatures are not approved for documents, such as wills, trusts, powers of attorney, consent to change attorney, and certain negotiable instruments. Until plaintiff/counter-defendant CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC complies with the New York Consolidated Laws, Civil Practice Law and Rules 321 (CPLR 321) and the New York's Electronic Signatures and Records Act (ESRA), David A. Gallo & Associates LLP's status as attorney of record continues unabated". **EXHIBIT G; NYSECF No. 151.**

27. On 11/02/2020 Robert W. Frommer of Borchert & LaSpina, P.C served and filed the notice and motion to amend plaintiff/counter-defendant CitiMortgage's Complaint.

28. The Proposed Complaint was not verified by plaintiff/counter-defendant CitiMortgage.

29. The Affirmation of Robert W. Frommer submitted in support of the motion to amend, stated in pertinent part, as follows:

"Robert W. Frommer, Esq., an attorney admitted to practice law in and before the courts of the state of New York, affirms that the following statements are true and accurate and subject to the penalties of perjury:

I am a principal of the law firm of Borchert & LaSpina, P.C., of counsel to Ackerman LLP, the counsel of record for plaintiff in this action. As such, I am fully familiar with the facts and circumstances recited herein.

I submit this affirmation in support of plaintiff's motion pursuant to CPLR 3025(b) for leave to interpose an amended complaint in the form annexed hereto as Exhibit "A". A copy of the proposed amended complaint in the form annexed

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

hereto as Exhibit "A". A copy of the original complaint is annexed hereto as Exhibit B". NYSECF No. 154.

30. Robert W. Frommer affirmed under penalties of perjury that Ackerman LLP is the counsel of record for plaintiff in this action, which is false and inaccurate.

Ackerman LLP was, and is, not properly substituted as attorney of record.

NYSECF Nos. 131; 135; 137; 144; 149; 151.

31. Furthermore, Ackerman LLP is not a party to this action - Index No. 704318/2019;

thus, Robert W. Frommer of Borchert & LaSpina, P.C lacked standing to make the motion to amend in this action - Index No. 704318/2019. NYSECF Nos. 153-158.

See Dobbins v. County of Erie, 58 AD2d 733 (4th Dept., 1977).

32. As a direct result of Robert W. Frommer of Borchert & LaSpina, P.C.'s conduct in this case, Robert W. Frommer of Borchert & LaSpina, P.C is not attorney of record in this case. Robert W. Frommer of Borchert & LaSpina, P.C claims to "of counsel to Akerman LLP". And Akerman LLP is not attorney of record in this case. Robert W. Frommer of Borchert & LaSpina, P.C knew or should have known that he was operating unlawfully because he was warned three times to "Cease and Desist any Continuing or Future Filing in this Action". EXHIBIT B-NYSECF No. 135; EXHIBIT C-NYSECF No. 137; and EXHIBIT E-NYSECF No. 144. See also EXHIBIT F-NYSECF No. 149 (REJECTING CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

MORTGAGE GROUP, INC'S CONSENT TO CHANGE ATTORNEYS);
EXHIBIT G-NYSECF No. 151 (NOTICE OF RETURN AND REJECTION OF
CONSENT TO CHANGE ATTORNEYS). Robert W. Frommer of Borchert &
LaSpina, P.C brought the motion to thwart the orderly administration of justice.
Although the record shows that HUD-1 Settlement Statement, never existed yet
Robert W. Frommer of Borchert & LaSpina, P.C conspired to manufacture one.
NYSECF No. 158. See also Exhibits "O" and "P".

33. Plaintiff/Counter-Defendant CitiMortgage, Inc never engaged or retained Robert
W. Frommer of Borchert & LaSpina, P.C as an attorney in this case bearing Index
Number 704318/2019.

34. Plaintiff/Counter-Defendant CitiMortgage, Inc never engaged or retained
Akerman LLP as an attorney in this case bearing Index Number 704318/2019.

35. David Gallo of David A. Gallo & Associates LLP was, and still is, the attorney
engaged and retained by Plaintiff/Counter-Defendant CitiMortgage, Inc as the
attorney of Record in this case bearing Index Number 704318/2019.

36. No proper substitution of attorney of record, in accordance with CPLR §321(b),
has been made in this case bearing Index Number 704318/2019.

37. Robert W. Frommer of Borchert & LaSpina, P.C lacked standing to make the
motion to amend. *Dobbins v. County of Erie*, 58 AD2d 733 (4th Dept., 1977).

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

38. There is no authority for Plaintiff/Counter-Defendant CitiMortgage, Inc to be represented by more than one attorney in this case bearing Index Number 704318/2019. (Kitsch v Riker Oil Co., 23 AD2d 502, 502, 256 NYS2d 536 [2d Dept 1965]).
39. The actions of David Gallo of David A. Gallo & Associates LLP and Akerman LLP acting contrary to CPLR §321(b) should be disregarded (Dobbins v Erie County, 58 AD2d 733, 733, 3 95 NYS2d 865 [1977]; see Ottaviano v Genex Coop., Inc., 15 AD3d 924, 790 NYS2d 791 [4th bept 2005]; Elite 29 Realty LLC v Pitt, 39 AD3d 264, 833 NYS2d 456 [1 st Dept 2007]).
40. CPLR §321(b) prohibits David Gallo of David A. Gallo & Associates LLP and Akerman LLP from applying for relief to court concerning this case bearing Index Number 704318/2019.
41. Plaintiff/Counter-Defendant CitiMortgage, Inc knew or should have known that the actions of David Gallo of David A. Gallo & Associates LLP and Akerman LLP are unlawful and contrary to CPLR §321(b).
42. Plaintiff/Counter-Defendant CitiMortgage, Inc did not verified/endorsed Robert W. Frommer of Borchert & LaSpina, P.C's notice of motion to amend and the proposed amended complaint. NYSECF Nos. 152-158.

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

43. Robert W. Frommer of Borchert & LaSpina, P.C claimed it is moving as a counsel to Akerman LLP, but Akerman LLP is not attorney of record in this case and not a party to this case bearing Index Number 704318/2019.
44. The HUD-1 Settlement Statement submitted by Robert W. Frommer in support of the motion to amend is a forged document, fraudulently manufactured, which never existed but for Robert W. Frommer and his fraudsters. To adopt Robert W. Frommer's proposed amended complaint is to permit a forged document to accomplish, by the mere passage of time, what has always been forbidden - the encumbrance and transfer of title. Neither law nor public policy nor common sense dictates such outcome. Robert W. Frommer fails to present a compelling reason why the HUD-1 Settlement Statement was not served, disclosed, produced, or/and make available for inspection, photographing, copying, when Defendant/Counter-claimant's notice to produce, pursuant to CPLR §§ 3120 and 3101, dated August 26, 2019. NYSECF Doc. No. 36. Maybe, at the time, the HUD-1 Settlement Statement never existed but for Robert W. Frommer and his fraudsters. The HUD-1 Settlement Statement was never mentioned in the Plaintiff/Counter-Defendant CitiMortgage, Inc's verified complaint; never listed in Exh. A; never listed in Exh. B; and never listed in Exh. C. NYSECF No. 1-3. The Second Judicial Department has recognized, "parties in business transactions depend on the certainty of settled rules, 'in real property more than any other area

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

of the law, where established precedents are not lightly to be set aside" (172 Van Duzer Realty Corp. v Globe Alumni Student Assistance Ass'n, Inc., 24 NY3d 528, 535 [2014], citing Holy Properties Ltd., L.P. v Kenneth Cole Productions, Inc., 87 NY2d 130, 134 [1995]). No less so with respect to forged documents, because landowners, banks, mortgagees, insurers, and a myriad of others depend on the simple rule that a forged document is a legal nullity that cannot divest ownership or serve to encumber real property.

45. There is no doubt that Robert W. Frommer's sole purpose here is to mislead the Court and Defendant/Counter-claimant and to thwart the orderly administration of justice; hence, Robert W. Frommer should be sanctioned. 22 NYCRR § 130-1.1.

46. 22 NYCRR § 130-1.1 provides in relevant part the following with regard to sanctions:

(a) The court, in its discretion, may . . . impose financial sanctions upon any party or attorney in a civil action or proceeding who engages in frivolous conduct as defined in this Part, which shall be payable as provided in section 130-1.3 of this Part.

(b) The court, as appropriate, may . . . such financial sanctions against either an attorney or a party to the litigation or against both...

(c) For purposes of this Part, conduct is frivolous if: (1) it is completely without merit in law and cannot be supported by a reasonable argument for an extension, modification or reversal of existing law; (2) it is undertaken primarily to delay or prolong the resolution of the litigation, or to harass or maliciously injure another; or (3) it asserts material factual statements that are false.

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 169

RECEIVED NYSCEF: 11/09/2020

47. Robert W. Frommer knew or should have known that his motion had no chance of success under existing law and precedent, and failed to advance a reasonable argument to extend, modify or reverse existing law; yet, without authority, Robert W. Frommer went ahead to disturb the Court and Defendant/Counter-claimant with intent to deceive and defraud the Court.


48. Robert W. Frommer falsely made affirmation dated November 2, 2020, NYSECF No. 154. And Robert W. Frommer offered a forged instrument to the Court. NYSECF No. 158.

WHEREFORE, defendant/counter-claimant Maurice Oparaji respectfully request this Honorable Court to grant his motion in its entirety, together with such other and further relief as this Court deems just and proper.

Sworn to before me
this 9th day of NOV, 2020


NOTARY PUBLIC

DONOVAN A. WILLIAMS
Notary Public State of New York
No. 01974988528
Qualified in Queens County
Commission Expires September 18, 2021


Maurice Oparaji
245-11 133 Road
Rosedale, NY 11422
(718) 978-3581

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020.

EXHIBIT

A

FILED: QUEENS COUNTY CLERK 09/09/2020 10:54:12 PM

NYSCRIP Doc. No: 152

INDEXED NO 704318/2019

RECEIVED NYSCRIP 09/10/2020

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

**CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.**

Plaintiff,

against-

**ADA OPARAJI, MAURICE OPARAJI,
Defendants,**

Index No. 704318/2019

**Request for Judicial Notice for
Plaintiff/Counter-Defendant's
Failure to Comply with CPLR 321**

**ADA OPARAJI, MAURICE OPARAJI,
Defendants/Counter-claimants,**

-against-

**CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A
RICHARD M. BABECK; TERRY
JOHNSON,**

Counter-defendants.

**The Clerk's Office
Queens County Supreme Court, Civil Term
88-11 Sutphin Blvd.,
Jamaica, NY 11435**

New York Consolidated Laws, Civil Practice Law and Rules - CVP § 321(b)

provides as follows:

**"Unless the party is a person specified in section 1201 , an
attorney of record may be changed by filing with the clerk a
consent to the change signed by the retiring attorney and signed
and acknowledged by the party. Notice of such change of
attorney shall be given to the attorneys for all parties in the
action or, if a party appears without an attorney, to the party".**

**"An attorney of record may withdraw or be changed by order of the
court in which the action is pending, upon motion on such notice to
the client of the withdrawing attorney, to the attorneys of all other**

FILED: QUEENS COUNTY CLERK 09/05/2020 12:412 PM

NYCEF DOC. NO. 169

INDEX NO. 704318/2019

RECEIVED NYCEF 09/05/2020

parties in the action or, if a party appears without an attorney, to the party, and to any other person, as the court may direct”.

Record indicates that the attorney of record in this case is David Gallo of

**David A. Gallo & Associates LLP
99 Powerhouse Road
First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgtb.com**

The undersigned Maurice Oparaji and Ada Oparaji, defendants/counter-claimants, request that the Court take judicial notice of the contents of this case; no record of consent to change, no substitute of attorney, and no Order of the Court to withdraw or be changed.

The undersigned Maurice Oparaji and Ada Oparaji, defendants/counter-claimants attached herein a sample of consent to change Attorney. Exhibit “A”

.RESPECTFULLY SUBMITTED this 25th day August, 2020.

/S/Maurice Oparaji

**Maurice Oparaji
Defendant/Counter-claimant
245-11 133 Road
Rosedale, NY 11422
(347) 650-7895
mroparaji@yahoo.com**

/S/Ada Oparaji

**Ada Oparaji
Defendant/Counter-claimant
12 Boylan Street
Newark, New Jersey 07106
(347) 276-6451
Email: queenoparaji@yahoo.com**

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 FILED: QUEENS COUNTY CLERK 11/09/2020 12:42 PM
 NYSCEF DOC. NO. 169

INDEX NO. 704318/2019
 RECEIVED NYSCEF: 11/09/2020

CONSENT TO CHANGE ATTORNEY

SUPREME COURT OF THE STATE OF NEW YORK
 COUNTY OF _____

~~Plaintiff~~

Index No. _____

Plaintiff

-against-

CONSENT TO CHANGE ATTORNEY

~~Defendant~~

Defendant

IT IS HEREBY CONSENTED that ATTORNEY & ATTORNEY LLP, of Attorney Avenue, Attorney City, New York 11501, be substituted as attorneys of record for the undersigned party in the above-entitled action in place and stead of the undersigned attorney as of the date hereof.

PLEASE TAKE NOTICE that no service of papers by telefax or electronic transmission is authorized. Any papers so served shall be treated as nullity.

Dated: Garden City, New York
 June 24, 20____

HENRY JONES, JR.

Outgoing Attorneys

By: _____

ATTORNEY & ATTORNEY LLP
 Incoming Attorneys

By: _____
 Attorney A. Attorney

 Plaintiff/Defendant

STATE OF NEW YORK)
)
 COUNTY OF _____)

On the 24th day of June, 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared ~~Henry Jones, Jr.~~ personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her individual capacity, and that by her signature on the instrument, the individual, or the person upon behalf of whom the individual acted, executed the instrument.

Notary Public

~~FILED: COUNTY CLERK 09/09/2020 12:41 PM~~

NYSCRIP Doc. No. 1631

CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019

INDEX NO. 704318/2019

"0"

RECEIVED NYSCF: 09/09/2020

From: prince oparaji (mroparaji@yahoo.com)

To: dgallo@msgrib.com

Cc: blink@msgrib.com

Bcc: ezeudo3@outlook.com

Date: Monday, August 10, 2020, 4:28 PM EDT

VIA EMAIL AND REGULAR MAIL

David Gallo
David A. Gallo & Associates LLP
99 Powerhouse Road
First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgrib.com

Dear Mr. Gallo:

RE: CitiMortgage, Inc. v. Maurice Oparaji, et al.; Index No. 704318/2019

Please find the attached: 1) DEMAND FOR NAMES AND ADDRESSES OF EXPERT WITNESSES; 2) RESPA Disclosure Documentations, including Good Faith Estimate (GFE), HUD-1 Settlement Statement, and the Truth in Lending Disclosure (TIL) with Loan Estimate, and Closing Disclosure; 3) DEMAND FOR NAMES AND ADDRESSES OF ATTORNEYS; 4) DEMAND FOR CANCELLED CHECKS; and 5) DEMAND FOR NAMES AND ADDRESSES OF WITNESSES.

"S/Maurice Oparaji"



CITIMORTGAGE-DEMAND FOR NAMES AND ADDRESSES OF EXPERT.docx
22.5kB



CITIMORTGAGE-RESPA Disclosure Documentations, including Good Faith Estimate (GFE), HUD-1 Settlement Statement, and the Truth in Lending Disclosure (TIL) with Loan Estimate, and Closing Disclosure.docx
22.4kB



CITIMORTGAGE-DEMAND FOR NAMES AND ADDRESSES OF ATTORNEYS.docx
22.9kB



Citimortgage - DEMAND FOR CANCELLED CHECKS.docx
24.1kB



CITIMORTGAGE- DEMAND FOR NAMES AND ADDRESSES OF WITNESSES.docx
22.7kB

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NYSCEF DOC. NO. 170

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

**CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.**

Plaintiff,

against-

ADA OPARAJI, MAURICE OPARAJI,

Defendants.

Index No. 704318/2019

**Hon. Justice Janice Taylor
Courtroom: 41**

AFFIDAVIT OF SERVICE

**Motion Seq. #: 7
Returnable: 11/24/2020**

ADA OPARAJI, MAURICE OPARAJI,

Defendant/Counter-claimant,

-against-

**CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A.;
RICHARD M. BABECK; TERRY JOHNSON,**

Counter-defendants,

**PRINCE OPARAJI, being duly sworn, hereby certify that I am over eighteen
years of age, a resident of Queens County, City and State of New York; and that I am not
a party to this action. That on November 9, 2020 I serve a copy of the within
Defendant/Counter-Claimant Maurice Oparaji's NOTICE OF MOTION, AND
AFFIDAVIT IN SUPPORT, upon:**

FILED: QUEENS COUNTY CLERK 11/09/2020 05:12 PM

NYSCEF DOC. NO. 170

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/09/2020

David Gallo of
David A. Gallo & Associates LLP
Attorney for Plaintiff/Counter-Defendant.
99 Powerhouse Road, First Floor
Roslyn Heights, NY 11577
516-583-5330
Email: dgallo@msgrb.com

Ada Oparaji
Defendant/Counter-Claimant
12 Boylan Street
Newark, New Jersey 07106
(347) 276-6451
Email: queenoparaji@yahoo.com

by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office of the United States Postal Service within the State of New York, also via email.


PRINCE OPARAJI

Sworn to before me
this 9th day of Nov, 2020

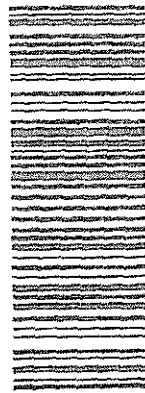


NOTARY PUBLIC

DONOVAN A. WILLIAMS
Notary Public-State of New York
No. 01W14988529
Qualified in Queens County
Commission Expires September 18, 2021

Attachment 3 to Complaint

7014 2120 0002 9199 1178



7014 2120 0002 9199 1178

7014 2120 0002 9199 1178

U.S. Postal Service® CERTIFIED MAIL® RECEIPT SOMEONE HAS TO SIGN	
FOR OFFICIAL USE ONLY (Do Not Write in This Space)	
Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Registered Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$
Postmark date	
Sent to Street & Apt. No. or PO Box No. City, State, ZIP+4® RIVERVIEW, FL 33557	
PS Form 3800, July 2016	See front of envelope

Spectrum Store
13456 Springfield Blvd
Springfield Gardens, NY 11413

Payment Status: **Success**
Amount Due: \$240.47
Payment Amount: \$240.00
Projected Balance: \$0.47

Payment Type: Cash
Tracking Number: 14383558
Authorization Number: P7AAN
Account Number: *****3522
Timestamp: 03/27/2021 17:13

Thank you for choosing Spectrum self-service
payment kiosk. This receipt only
includes charges from your last statement
and does not include recent charges incurred.

If you have any questions regarding your
account please see an Associate for
assistance.

To view and pay your bill online
go to www.spectrum.com

245-11 133 ROAD
ROSEDALE, NY 11422
info@princeoparaji.com
(718) 978-3581
April 3, 2021

USPS CERTIFIED MAIL 7014 2120 0002 9199 1178

Spectrum
The Records Access Officer (FOIL Request)
4145 South Falkenburg Road
Riverview, FL 33578


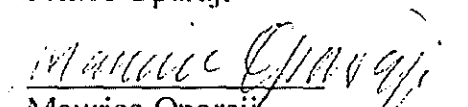
Dear Sir/Madam:

RE: FOIL Request Concerning All Call Made Between December 1, 2020 and February 28, 2021 On Account Number: 718-978-3581

This is a Freedom of Information Law Request. On March 21, 2021 I made a request concerning all calls made to 718-978-3581 between December 1, 2020 and February 28, 2021. A Job Ticket #: 39083876 was assigned; till date, we have not **received** the request indicating the calls made to 718-978-3581 between December 1, 2020 and February 28, 2021. We ask that you supply us with copies of all calls made to 718-978-3581 between December 1, 2020 and February 28, 2021.

You may wish to forward the said request through email: info@princeoparaji.com.

We thank you and look forward to hearing from you.


Prince Oparaji

Maurice Oparaji

Spectrum

Page 2 of 6

March 11, 2021

Account Number: 8150 12 005 2563522
 Security Code: 0660

Have questions about your bill?
 Visit us at Spectrum.net/billing
 Or, call us at 1-855-70-SPECTRUM (1-855-707-7328)

8150 1200 120 RP 11 03123021 YH00000001 002084 0008

Charge Details	
Previous Balance	106.47
Payments received after 03/11/21 will appear on your next bill.	

Payments received after 03/11/21 will appear on your next bill.

Service from 03/11/21 through 04/10/21

Starter TV	23.89
Service Discount	-3.90
Set-Top Box & Remote	11.75
Recurring Payment For Dep	0.00
	\$31.74

TV Services Total \$31.74

Home WiFi	5.95
ELP Internet	19.99
	\$25.94

Internet Services Total \$25.94

Phone number (718) 978-3681	
Home Phone National	39.95
Service Discount	-19.96

Your promotional price will expire on 07/10/21

\$19.99

For additional call details,
 please visit spectrum.net/account

Phone Services Total \$19.99

\$340 Deferred Payment	4 Of 12	20.00
Plan		0.00
Broadcast TV Fee		16.45
		\$36.45

Franchise Fee	3.39
Federal Universal Service Fund	1.61
State And Local Sales Tax	1.47
State Telecom Excise Tax	0.53
Local Telecom Excise Tax	0.39
Regulatory Cost Recovery Fee	0.07
Regulatory Cost Recovery Fee	0.25
Regulatory Cost Recovery Fee	0.40
E-911 Fee	1.00
Mold 186e	0.14
Public Access Fee	1.12
State Universal Service Fund	0.04
	\$10.40

Current Charges Due By 03/28/21	\$124.56
Total Due	\$231.05

Messages continued from page 1

Do you own a business? You are Pre-Qualified for Spectrum Business services. Spectrum Business offers the best internet, voice and TV solutions for the best value. Call 1-833-921-2371 today for a FREE, no obligation quote for your business.

Download the latest version of the My Spectrum App from your device's app store. The My Spectrum App makes it easier than ever to manage your Spectrum services. A hassle-free experience with one convenient place for handling all your account needs.

Continued on the next page

Local Store: 71-40 Austin Street, Forest Hills NY 11375 Store Hours: Mon thru Sat 10:00am to 8:00pm; Sun 12:00pm to 5:00pm or The Shops at Skyview Center, 40-24 College Point Blvd, Flushing NY 11354 Store Hours: Mon thru Sat 10:00am to 9:00pm; Sun 10:00am to 5:00pm or 23-58 Bell Blvd, Bayside NY 11360 Store Hours: Mon thru Sat 10:00am to 8:00pm; Sun 12:00pm to 5:00pm

Simplify your life with Auto Pay!

Spend less time paying your bill
 and more time doing what you love.

It's Easy - No more checks, stamps or trips to the post office
 It's Secure - Powerful technology keeps your information safe
 It's Flexible - Use your checking, savings, debit or credit card
 It's FREE - And helps save time, postage and the environment

Set up easy, automatic bill payments with Auto Pay!

Visit spectrum.net/account
 (My Account login required)

Payment Options

Pay Online - Sign in to spectrum.net to pay or view your bill.

Pay by Mail - Detach payment coupon and enclose with your check made payable to Spectrum

For questions or concerns, please call 1-855-707-7328.



TN Search Report for Billing - Inbound for 7189783581

Report Search Date : 2020-12-01 to 2021-02-28

originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
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8453977762	7189783581	2020-12-01 17:36:13	2020-12-01 17:36:13	+17189783581	GMT
8453977762	7189783581	2020-12-01 17:36:14	2020-12-01 17:36:14	+17189783581	GMT
8453977762	7189783581	2020-12-01 17:36:47	2020-12-01 17:36:47	+17189783581	GMT
8453977762	7189783581	2020-12-01 17:38:46	2020-12-01 18:16:48	+17189783581	GMT
8453977762	7189783581	2020-12-01 21:21:04	2020-12-01 21:24:52	+17189783581	GMT
2347035493518	7189783581	2020-12-02 17:24:31	2020-12-02 17:24:31	+17189783581	GMT
2347035493518	7189783581	2020-12-02 17:25:45	2020-12-02 17:25:45	+17189783581	GMT
2347035493518	7189783581	2020-12-02 17:26:40	2020-12-02 17:26:40	+17189783581	GMT
2347035493518	7189783581	2020-12-02 19:03:16	2020-12-02 19:03:55	+17189783581	GMT
2347035493518	7189783581	2020-12-03 08:04:05	2020-12-03 08:04:10	+17189783581	GMT
2347035493518	7189783581	2020-12-03 08:08:15	2020-12-03 08:08:22	+17189783581	GMT
2347035493518	7189783581	2020-12-03 14:03:52	2020-12-03 14:06:44	+17189783581	GMT
2347035493518	7189783581	2020-12-03 14:11:28	2020-12-03 14:11:34	+17189783581	GMT
2347035493518	7189783581	2020-12-03 16:47:22	2020-12-03 16:48:18	+17189783581	GMT
2347035493518	7189783581	2020-12-03 16:55:31	2020-12-03 16:55:42	+17189783581	GMT
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2019285118	7189783581	2020-12-03 23:41:38	2020-12-03 23:41:38	+17189783581	GMT
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2347035493518	7189783581	2020-12-04 08:53:56	2020-12-04 08:54:01	+17189783581	GMT
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2348137172363	7189783581	2020-12-05 15:35:32	2020-12-05 15:37:41	+17189783581	GMT
9734323406	7189783581	2020-12-06 16:55:41	2020-12-06 16:56:48	+17189783581	GMT
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5163940324	7189783581	2020-12-07 15:52:26	2020-12-07 15:52:26	+17189783581	GMT
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2028692800	7189783581	2020-12-08 18:39:32	2020-12-08 18:40:10	+17189783581	GMT
7189281323	7189783581	2020-12-08 22:03:36	2020-12-08 22:04:22	+17189783581	GMT
8623297938	7189783581	2020-12-09 16:33:21	2020-12-09 16:34:00	+17189783581	GMT
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5166127690	7189783581	2020-12-09 21:56:14	2020-12-09 21:57:32	+17189783581	GMT
2016392991	7189783581	2020-12-10 15:54:06	2020-12-10 15:54:50	+17189783581	GMT

originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
7189782620	7189783581	2020-12-10 15:56:39	2020-12-10 15:56:39	+17189783581	GMT
7187158847	7189783581	2020-12-10 20:56:49	2020-12-10 20:59:19	+17189783581	GMT
2015007688	7189783581	2020-12-11 16:19:47	2020-12-11 17:27:44	+17189783581	GMT
2095981193	7189783581	2020-12-11 16:50:07	2020-12-11 16:50:07	+17189783581	GMT
5515747023	7189783581	2020-12-11 18:26:30	2020-12-11 18:26:49	+17189783581	GMT
8008374966	7189783581	2020-12-11 20:28:55	2020-12-11 20:28:55	+17189783581	GMT
8008374966	7189783581	2020-12-11 20:28:58	2020-12-11 20:28:58	+17189783581	GMT
8008374966	7189783581	2020-12-11 20:29:00	2020-12-11 20:29:00	+17189783581	GMT
8008374966	7189783581	2020-12-11 20:29:02	2020-12-11 20:29:02	+17189783581	GMT
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3478847145	7189783581	2020-12-11 23:00:39	2020-12-11 23:00:51	+17189783581	GMT
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2163094141	7189783581	2020-12-12 19:25:25	2020-12-12 19:26:32	+17189783581	GMT
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5166127690	7189783581	2020-12-14 22:26:22	2020-12-14 22:26:22	+17189783581	GMT
3478847145	7189783581	2020-12-15 12:55:39	2020-12-15 12:55:39	+17189783581	GMT
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3478847145	7189783581	2020-12-15 17:28:14	2020-12-15 17:29:41	+17189783581	GMT
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2348033201347	7189783581	2020-12-18 08:09:35	2020-12-18 08:09:35	+17189783581	GMT
Private	7189783581	2020-12-18 13:44:33	2020-12-18 13:44:33	+17189783581	GMT
7183343656	7189783581	2020-12-18 17:38:02	2020-12-18 17:38:49	+17189783581	GMT
2012335322	7189783581	2020-12-18 18:35:14	2020-12-18 18:36:58	+17189783581	GMT
7189787803	7189783581	2020-12-18 22:33:42	2020-12-18 22:34:20	+17189783581	GMT
7187158847	7189783581	2020-12-19 20:21:48	2020-12-19 20:21:48	+17189783581	GMT
7182202351	7189783581	2020-12-21 13:21:21	2020-12-21 13:22:10	+17189783581	GMT
7187158847	7189783581	2020-12-21 16:25:13	2020-12-21 16:26:03	+17189783581	GMT
7187158847	7189783581	2020-12-21 16:40:58	2020-12-21 16:42:57	+17189783581	GMT

originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
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6098152955	7189783581	2020-12-21 20:58:00	2020-12-21 21:00:10	+17189783581	GMT
3478847145	7189783581	2020-12-21 21:28:29	2020-12-21 21:28:40	+17189783581	GMT
9174772988	7189783581	2020-12-22 14:13:16	2020-12-22 14:13:16	+17189783581	GMT
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9174772988	7189783581	2020-12-22 14:58:10	2020-12-22 14:58:10	+17189783581	GMT
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3478847145	7189783581	2020-12-29 12:29:09	2020-12-29 12:29:13	+17189783581	GMT
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2012335322	7189783581	2020-12-30 14:59:31	2020-12-30 15:01:25	+17189783581	GMT
2012335322	7189783581	2020-12-30 15:04:15	2020-12-30 15:06:45	+17189783581	GMT
2012335322	7189783581	2020-12-30 15:08:11	2020-12-30 15:08:11	+17189783581	GMT
9732205963	7189783581	2020-12-30 15:32:56	2020-12-30 15:33:39	+17189783581	GMT
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Private	7189783581	2021-01-02 15:46:25	2021-01-02 15:49:01	+17189783581	GMT
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9174772988	7189783581	2021-01-05 16:19:42	2021-01-05 16:19:46	+17189783581	GMT
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2016392991	7189783581	2021-01-05 17:27:25	2021-01-05 17:27:54	+17189783581	GMT
2016392991	7189783581	2021-01-05 17:28:35	2021-01-05 17:29:00	+17189783581	GMT
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9174774087	7189783581	2021-01-05 18:19:27	2021-01-05 18:19:27	+17189783581	GMT
9174774087	7189783581	2021-01-05 18:19:40	2021-01-05 18:20:04	+17189783581	GMT
8629444427	7189783581	2021-01-05 18:20:00	2021-01-05 18:20:32	+17189783581	GMT
9174774087	7189783581	2021-01-05 18:20:16	2021-01-05 18:20:42	+17189783581	GMT

originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
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8629444427	7189783581	2021-01-05 18:20:59	2021-01-05 18:20:59	+17189783581	GMT
9174774087	7189783581	2021-01-05 18:21:01	2021-01-05 18:21:26	+17189783581	GMT
8629444427	7189783581	2021-01-05 18:21:21	2021-01-05 18:21:21	+17189783581	GMT
8629444427	7189783581	2021-01-05 19:25:49	2021-01-05 19:27:34	+17189783581	GMT
3154443245	7189783581	2021-01-06 20:46:52	2021-01-06 20:46:52	+17189783581	GMT
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2673715525	7189783581	2021-01-07 16:10:59	2021-01-07 16:10:59	+17189783581	GMT
7189783373	7189783581	2021-01-07 16:25:40	2021-01-07 16:25:40	+17189783581	GMT
5709823982	7189783581	2021-01-07 17:47:06	2021-01-07 17:47:06	+17189783581	GMT
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7189781182	7189783581	2021-01-13 16:40:28	2021-01-13 16:41:44	+17189783581	GMT
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3022730831	7189783581	2021-01-14 15:03:22	2021-01-14 15:03:22	+17189783581	GMT
5166127690	7189783581	2021-01-14 15:33:24	2021-01-14 15:33:28	+17189783581	GMT
3478847145	7189783581	2021-01-14 16:39:03	2021-01-14 16:39:03	+17189783581	GMT
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3478847145	7189783581	2021-01-14 16:39:25	2021-01-14 16:39:25	+17189783581	GMT
3478847145	7189783581	2021-01-14 16:39:39	2021-01-14 16:39:39	+17189783581	GMT
3478847145	7189783581	2021-01-14 16:40:06	2021-01-14 16:40:06	+17189783581	GMT
3478847145	7189783581	2021-01-14 16:40:14	2021-01-14 16:42:23	+17189783581	GMT

originating_number	terminating_number	call_connect_time	call_disconnect_time	dialled_digits	time_zone
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7189783218	7189783581	2021-01-14 22:09:13	2021-01-14 22:10:34	+17189783581	GMT
5103562859	7189783581	2021-01-15 16:24:51	2021-01-15 16:25:40	+17189783581	GMT
9734904362	7189783581	2021-01-15 17:00:30	2021-01-15 17:00:30	+17189783581	GMT
7189786753	7189783581	2021-01-15 21:01:55	2021-01-15 21:02:57	+17189783581	GMT
2086611235	7189783581	2021-01-15 23:01:23	2021-01-15 23:02:09	+17189783581	GMT
3478847145	7189783581	2021-01-16 01:42:42	2021-01-16 01:43:16	+17189783581	GMT
3478847145	7189783581	2021-01-16 22:42:37	2021-01-16 22:43:10	+17189783581	GMT
2018393021	7189783581	2021-01-17 00:44:17	2021-01-17 00:44:28	+17189783581	GMT
3478847145	7189783581	2021-01-18 13:20:31	2021-01-18 13:20:59	+17189783581	GMT
7189787457	7189783581	2021-01-18 15:08:52	2021-01-18 15:10:08	+17189783581	GMT
5103562859	7189783581	2021-01-18 16:48:30	2021-01-18 16:48:35	+17189783581	GMT
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2029982873	7189783581	2021-01-22 17:46:47	2021-01-22 17:46:47	+17189783581	GMT
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3475518901	7189783581	2021-01-23 00:18:17	2021-01-23 00:18:17	+17189783581	GMT
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3475518901	7189783581	2021-01-23 00:20:27	2021-01-23 00:20:27	+17189783581	GMT
3475518901	7189783581	2021-01-23 00:21:02	2021-01-23 00:21:02	+17189783581	GMT
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3475518901	7189783581	2021-01-23 00:22:22	2021-01-23 00:22:22	+17189783581	GMT
3475518901	7189783581	2021-01-23 00:26:24	2021-01-23 00:27:07	+17189783581	GMT
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3475518901	7189783581	2021-01-23 00:28:02	2021-01-23 00:28:02	+17189783581	GMT
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3475518901	7189783581	2021-01-23 00:38:14	2021-01-23 00:38:14	+17189783581	GMT
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3475518901	7189783581	2021-01-23 00:41:35	2021-01-23 00:42:05	+17189783581	GMT

originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
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3475518901	7189783581	2021-01-23 00:48:05	2021-01-23 00:48:17	+17189783581	GMT
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3475518901	7189783581	2021-01-23 00:52:49	2021-01-23 00:52:54	+17189783581	GMT
3475518901	7189783581	2021-01-23 00:53:41	2021-01-23 00:56:16	+17189783581	GMT
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3475518901	7189783581	2021-01-23 01:03:56	2021-01-23 01:03:56	+17189783581	GMT
3475518901	7189783581	2021-01-23 01:05:36	2021-01-23 01:05:36	+17189783581	GMT
3475518901	7189783581	2021-01-23 01:05:59	2021-01-23 01:06:10	+17189783581	GMT
3475518901	7189783581	2021-01-23 01:06:35	2021-01-23 01:06:45	+17189783581	GMT
3475518901	7189783581	2021-01-23 01:07:30	2021-01-23 01:07:39	+17189783581	GMT
2029982882	7189783581	2021-01-24 00:38:27	2021-01-24 00:38:27	+17189783581	GMT
3478847145	7189783581	2021-01-24 19:37:08	2021-01-24 19:37:25	+17189783581	GMT
3478847145	7189783581	2021-01-24 20:49:17	2021-01-24 20:49:58	+17189783581	GMT
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9082790553	7189783581	2021-01-25 16:49:42	2021-01-25 16:50:12	+17189783581	GMT
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2029982862	7189783581	2021-01-25 20:27:45	2021-01-25 20:27:45	+17189783581	GMT
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TN Search Report for Billing - Inbound for 7189783581

Report Search Date : 2020-12-01 to 2021-02-28

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7189783581	5164127863	2020-12-09 21:45:25	2020-12-09 21:45:30	+15164127863	GMT
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originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
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7189783581	7189782620	2020-12-10 16:24:48	2020-12-10 16:24:48	+17189782620	GMT
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originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
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7189783581	9732205963	2020-12-30 15:22:20	2020-12-30 15:22:20	+19732205963	GMT
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7189783581	3476507895	2020-12-30 22:14:06	2020-12-30 22:14:06	+13476507895	GMT
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7189783581	2673715525	2021-01-07 17:44:27	2021-01-07 17:46:37	+12673715525	GMT
7189783581	5166127690	2021-01-08 04:10:34	2021-01-08 04:11:14	+15166127690	GMT
7189783581	9294592255	2021-01-11 16:54:13	2021-01-11 16:54:13	+19294592255	GMT
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originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
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originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
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7189783581	7187057655	2021-02-14 19:42:58	2021-02-14 19:46:40	+17187057655	GMT
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7189783581	7187057655	2021-02-14 20:37:32	2021-02-14 20:49:26	+17187057655	GMT
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originating_number	terminating_number	call_connect_time	call_disconnect_time	dialed_digits	time_zone
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Attachment 4 to Complaint

[The Laws Of New York \(/LEGISLATION/LAWS/ALL\) / Consolidated Laws \(/LEGISLATION/LAWS/CONSOLIDATED\) / Civil Practice Law & Rules \(/LEGISLATION/LAWS/CVP\) / Article 3: Jurisdiction And Service, Appearance And Choice Of Court \(/LEGISLATION/LAWS/CVP/A3\) /](#)

[PREV](#)
[SECTION 320](#)

[Defendant's Appearance \(/Legislation/Laws/CVP/320/\)](#)

[NEXT](#)
[SECTION 322](#)

[Authority For Appearance Of Attorney In Real Property Action \(/Legislation/Laws/CVP/322/\)](#)

Section 321

Attorneys

Civil Practice Law & Rules (CVP)

SHARE



(a) Appearance in person or by attorney. A party, other than one specified in section 1201 of this chapter, may prosecute or defend a civil action in person or by attorney, except that a corporation or voluntary association shall appear by attorney, except as otherwise provided in sections 1809 and 1809-A of the New York city civil court act, sections 1809 and 1809-A of the uniform district court act and sections 1809 and 1809-A of the uniform city court act, and except as otherwise provided in section 501 and section 1809 of the uniform justice court act. If a party appears by attorney such party may not act in person in the action except by consent of the court.

(b) Change or withdrawal of attorney. 1. Unless the party is a person specified in section 1201, an attorney of record may be changed by filing with the clerk a consent to the change signed

by the retiring attorney and signed and acknowledged by the party. Notice of such change of attorney shall be given to the attorneys for all parties in the action or, if a party appears without an attorney, to the party.

2. An attorney of record may withdraw or be changed by order of the court in which the action is pending, upon motion on such notice to the client of the withdrawing attorney, to the attorneys of all other parties in the action or, if a party appears without an attorney, to the party, and to any other person, as the court may direct.

(c) Death, removal or disability of attorney. If an attorney dies, becomes physically or mentally incapacitated, or is removed, suspended or otherwise becomes disabled at any time before judgment, no further proceeding shall be taken in the action against the party for whom he appeared, without leave of the court, until thirty days after notice to appoint another attorney has been served upon that party either personally or in such manner as the court directs.

PREV
SECTION 320

[Defendant's Appearance \(/Legislation/Laws/CVP/320/\)](#)

NEXT
SECTION 322

[Authority For Appearance Of Attorney In Real Property Action \(/Legislation/Laws/CVP/322/\)](#)

St. John's Law Review

Volume 60

Number 1 *Volume 60, Fall 1985, Number 1*

Article 10

CPLR 321: Remedy of Recission Available to Party Who Violates Statute by Negotiating Settlement Pro Se Without Effectively Discharging an Attorney of Record

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CPL that authorize the issuance of eavesdropping warrants for a period of interception no longer than thirty days. Stressing the importance of strictly construing eavesdropping statutes, the court held that the thirty days begins to run on the day the warrant is issued unless the issuing court specifies another date of commencement in the warrant. The members of Volume 60 hope that the cases considered in *The Survey* will be of help and interest to the New York bench and bar.

CIVIL PRACTICE LAW AND RULES

CPLR 321: Remedy of rescission available to party who violates statute by negotiating settlement pro se without effectively discharging an attorney of record

CPLR 321¹ provides that a party to a civil action who appears² by counsel is prohibited from acting for himself in the action except by permission of the court.³ Further, if a party wishes to ap-

¹ See CPLR 321 (Supp. 1986). Section 321(a) of the CPLR provides:

(a) A party, other than one specified in section 1201, may prosecute or defend a civil action in person or by attorney, except that a corporation . . . shall appear by attorney, except as otherwise provided in section 1809 of the New York city civil court act, the uniform district court act, the uniform city court act and the uniform justice court act. If a party appears by attorney he may not act in person in the action except by consent of the court.

Id.; WK&M ¶ 321.01 (1985).

Courts generally have stated that the purpose of § 321 is to avoid confusion regarding the identity of the individual who has authority to act in an ongoing litigation. See *infra* note 28 and accompanying text.

Section 321(a) of the CPLR was adopted substantially unchanged from CPA 236. See FOURTH REP. 190; FINAL REP. 281; SIXTH REP. 119; CPLR 321, commentary at 411 (1972). Several older cases construing CPA 236 are treated in this survey to aid in an analysis of the corresponding CPLR section.

² See CPLR 320(a). A formal appearance is made when a party either "serve[s] an answer or a notice of appearance," or "mak[es] a motion which has the effect of extending the time to answer." *Id.*

³ See CPLR 321(a); H. WACHTELL, *NEW YORK PRACTICE UNDER THE CPLR* 66-67 (5th ed. 1976); accord *Carlisle v. County of Nassau*, 64 App. Div. 2d 15, 19, 408 N.Y.S.2d 114, 117 (2d Dep't 1978) (although party represented by counsel at trial may not act, he may help plan trial strategy). Compare *Chase Manhattan Bank (N.A.) v. O'Flynn*, N.Y.L.J., June 22, 1984, at 12, col. 5 (Sup. Ct. N.Y. County June 21, 1984) (despite contention that such was delay tactic, defendant who properly discharged his attorney could act on his own behalf) with *Cann v. Cann*, 204 Misc. 1069, 1071, 127 N.Y.S.2d 55, 58 (Sup. Ct. N.Y. County 1954) (once defendant represented by counsel, counsel can be served on defendant's behalf).

The rule against pro se representation by a party represented by counsel predates the codification of civil procedure in New York. See *Webb v. Dill*, 18 Abb. Pr. 264, 264 (Sup. Ct. 1st Dist. 1865). This principle is closely related to the premise permitting a party to retain only one attorney of record in a particular action. Cf. *Dobbins v. County of Erie*, 58 App.

pear pro se, but already has an attorney of record, he may do so only by discharging the attorney in the manner prescribed by section 321.⁴ Accordingly, the general rule in New York is that absent a proper discharge of a party's attorney of record, a party's subsequent acts in a judicial proceeding will be deemed ineffective.⁵ Re-

Div. 2d 733, 733, 395 N.Y.S.2d 865, 866-67 (4th Dep't 1977) (mem.) (second attorney not formally substituted for attorney of record lacked standing to make motion to dismiss); *Kitsch v. Riker Oil Co.*, 23 App. Div. 2d 502, 503, 256 N.Y.S.2d 536, 536 (2d Dep't 1965) (mem.) (second attorney prohibited from applying for relief to court when plaintiff already represented by counsel); *Jackson v. Trapier*, 42 Misc. 2d 139, 141, 247 N.Y.S.2d 315, 316 (Sup. Ct. Queens County 1964) (prohibiting two attorneys from representing insured party). Thus, an attorney who is not the attorney of record has no authority to represent a party in an action. See *Dobbins*, 58 App. Div. 2d at 733, 395 N.Y.S.2d at 866-67; *Kitsch*, 23 App. Div. 2d at 503, 256 N.Y.S.2d at 536; *Trapier*, 42 Misc. 2d at 141, 247 N.Y.S.2d at 316. But see *Deacon's Bench, Inc. v. Hoffman*, 88 App. Div. 2d 734, 735, 451 N.Y.S.2d 861, 862 (3d Dep't 1982) (mem.) (accepting improperly substituted attorney's appearance because of untimely objection of opposing party and absence of prejudice); *Palmer v. Palmer*, 62 Misc. 2d 73, 75-76, 308 N.Y.S.2d 562, 565-66 (Family Ct. Dutchess County 1969) (late filing of notice of substitution of attorneys excused because opposing party not prejudiced and denial would cause delay).

⁴ CPLR 321(b); see, e.g., *Chase Manhattan Bank (N.A.) v. O'Flynn*, N.Y.L.J., June 22, 1984, at 12, col. 5 (Sup. Ct. N.Y. County June 21, 1984) (section 321(a) not applicable "where a party pro se is substituted upon dismissal of its attorney"). But cf. *Antoinette D. v. Christopher M.*, 54 App. Div. 2d 564, 564, 387 N.Y.S.2d 19, 20 (2d Dep't 1976) (mem.) (affirming family court decision which allowed petitioner to conduct own case while represented by absent attorney).

Two methods are prescribed by CPLR 321(b) for discharging an attorney:

1. . . . an attorney of record may be changed by filing with the clerk a consent to the change signed by the retiring attorney and signed and acknowledged by the party. . . .
2. An attorney of record may withdraw or be changed by order of the court in which the action is pending. . . .

Id.; see also WK&M ¶ 321.11, at 3-399 to 3-400 (1985). Both methods of discharge require that all parties or their attorneys in the action be notified. CPLR 321(b). To obtain a court order allowing withdrawal, a motion is made for an order to show cause as to why an attorney should not be withdrawn. See *Universal Elevator Co. v. Jordan Elevator Co.*, N.Y.L.J., Aug. 27, 1981, at 1, col. 4 (Sup. Ct. N.Y. County Aug. 26, 1981). Several earlier cases cited herein may refer to CPA 56, from which CPLR 321 was derived.

⁵ See, e.g., *Johnson v. Antonopoulos*, 213 App. Div. 324, 325, 210 N.Y.S. 589, 590 (2d Dep't 1925) (declaring stipulation agreement ineffective); *Sterns v. Stevans*, 20 Misc. 2d 417, 419, 194 N.Y.S.2d 367, 369 (Sup. Ct. Nassau County 1959) (refusing to consider telegram directed to court by defendant). The general rule is that until an attorney of record is effectively discharged, such an attorney "is authorized to act for all purposes incidental to the entry and enforcement of the judgment; as to the adverse parties his authority continues unabated." *Hendry v. Hilton*, 283 App. Div. 168, 172, 127 N.Y.S.2d 454, 458 (2d Dep't 1953); see also *Ohlquist v. Nordstrom*, 143 Misc. 502, 504, 257 N.Y.S. 711, 713-14 (Sup. Ct. Chataqua County 1932) (attorney's power continues until formal dismissal), *aff'd*, 238 App. Div. 766, 261 N.Y.S. 1039 (4th Dep't), *aff'd*, 262 N.Y. 696, 188 N.E. 125 (1933). This concept is most often applied in cases in which the adverse party serves papers on the original attorney of record. See, e.g., *Hess v. Tyszkowski*, 46 App. Div. 2d 980, 980, 362 N.Y.S.2d 287, 289 (3d

cently in *Moustakas v. Bouloukos*,⁶ the New York Supreme Court, Appellate Division, Second Department, held that a plaintiff who improperly discharged his attorney of record and subsequently entered into a settlement agreement with the defendant, could rely on CPLR 321 as a basis to rescind the settlement.⁷

In *Moustakas*, both the plaintiff and the defendant were 50% shareholders in each of two corporations.⁸ As a result of a conflict between the parties, three separate lawsuits were commenced in the Supreme Court, Nassau County.⁹ The plaintiff, Moustakas, brought a shareholder's derivative action and a special proceeding seeking dissolution of one of the corporations, while the defendant appeared on behalf of himself and the other corporation.¹⁰ At the outset of the litigation, both parties were represented by counsel.¹¹ However, while the actions were pending, the plaintiff sought to dismiss his attorney by means of a handwritten letter informing him of the discharge.¹² One month later, the plaintiff met pro se with the defendant, who was accompanied by counsel, at which time the parties entered into a written agreement settling the litigation.¹³ Subsequently, the plaintiff brought an action to rescind the settlement.¹⁴ The Supreme Court, Nassau County, held for the plaintiff,¹⁵ and the Appellate Division, Second Department, af-

Dep't 1974) (until attorney properly discharged, service upon that attorney is valid); *Cann v. Cann*, 204 Misc. 1069, 1071-72, 127 N.Y.S.2d 55, 58 (Sup. Ct. Kings County 1953) (service upon attorney valid until attorney properly discharged). Nevertheless, if a party intentionally serves an attorney whom he realizes has been "informally discharged" that party should be subject to discipline for a "breach of professional ethics." *WK&M* ¶ 321.11, at 3-400 to 3-401 (1985).

⁶ 112 App. Div. 2d 981, 492 N.Y.S.2d 793 (2d Dep't 1985) (mem.)

⁷ See *id.* at 984, 492 N.Y.S.2d at 795.

⁸ *Id.* at 982, 492 N.Y.S.2d at 794.

⁹ *Id.* The three actions leading to the settlement underlying the *Moustakas* cases were: a proceeding brought by Moustakas for the dissolution of Seacrest Diner, Inc.; a shareholder's derivative action brought by Moustakas against Bouloukos and Seacrest; and a shareholder's derivative action commenced by Bouloukos against Moustakas and Imperial Diner, Inc. *Id.*

¹⁰ *Id.*

¹¹ *Id.*

¹² *Id.*

¹³ *Id.* Moustakas executed the settlement agreement personally, and as president of Seacrest Diner, Inc. *Id.* The plaintiff's attorney was informed of the settlement in a letter from the defendant's attorney two weeks later; the court found it significant that the defendant's attorney referred to Moustakas as the "client" of the plaintiff's attorney. *Id.*

¹⁴ *Id.*

¹⁵ *Id.* at 982-83, 492 N.Y.S.2d at 794.

firmed the decision.¹⁶

In a memorandum opinion, the Second Department observed that an attorney of record in a pending action may be dismissed only in accordance with the procedure prescribed by law.¹⁷ Therefore, the letter delivered by the plaintiff to his attorney did not effectuate a discharge because it did not meet the standards set forth in CPLR 321(b)(2).¹⁸ The court further stated that because the plaintiff did not effectively discharge his attorney of record, he could not act *pro se* in the settlement of the pending suits without consent of the court.¹⁹ The court interpreted section 321 as protecting the very party who had improperly discharged his attorney and proceeded to deal with the adverse party, who was represented by counsel.²⁰ In addition, the court held that section 321(a) of the CPLR prohibited the plaintiff from representing a corporation in the settlement because a corporation may appear only by counsel.²¹ Moreover, the Appellate Division noted that by communicating directly with the plaintiff, who was still legally bound by counsel, the attorney for the defendant violated the New York Code of

¹⁶ *Id.*

¹⁷ *Id.* at 983, 492 N.Y.S.2d at 795; *see also* CPLR 321(b). The court noted that a client can dismiss his attorney at any time with or without cause. 112 App. Div. 2d at 983, 492 N.Y.S.2d at 795; *see* *Demov, Morris, Levin & Sheen v. Glantz*, 53 N.Y.2d 555, 556-57, 428 N.E.2d 387, 389, 444 N.Y.S.2d 55, 57 (1983) (dismissing plaintiff's cause of action for fraud and breach of retainer agreement against former client). The right to dismiss, however, is subject to some restrictions and qualifications. *See, e.g., In re Weitling*, 266 N.Y. 184, 186, 194 N.E. 401, 402 (1935) (attorney entitled to fair and reasonable compensation for services rendered); *Local 2, Int'l Union of Police v. Davis*, 27 App. Div. 2d 650, 651, 276 N.Y.S.2d 837, 838 (1st Dep't 1967) (mem.) (termination procedure of CPLR 321 applicable only to representations in action, not to retainer agreement).

¹⁸ *See* 112 App. Div. 2d at 983, 492 N.Y.S.2d at 792.

¹⁹ *Id.*

²⁰ *See id.* at 984, 492 N.Y.S.2d at 795.

²¹ *Id.*; *accord Lefkowitz v. Therapeutic Hypnosis, Inc.*, 52 App. Div. 2d 1017, 1017, 383 N.Y.S.2d 868, 869 (3d Dep't 1976) (mem.) (individual who was not attorney could not appear on behalf of corporate defendant); *W.T. Grant Co. v. Payne*, 64 Misc. 2d 797, 798, 315 N.Y.S.2d 910, 911-12 (Steuben County Ct. 1970) (reversing default judgment against defendant because plaintiff corporation was not represented by counsel); WK&M ¶ 321.05, at 3-394 to 3-394.1. The rationale underlying the requirement that a corporation may only appear by counsel is that "a corporation is a hydra-headed entity and its shareholders are insulated from personal responsibility. There must therefore be a designated spokesman accountable to the Court." *Austrian, Lance & Stewart, P.C. v. Hastings Properties, Inc.*, 87 Misc. 2d 25, 26, 385 N.Y.S.2d 466, 467 (Sup. Ct. N.Y. County 1976). *But see* *Employment Claim Control Serv. Corp. v. Workmen's Compensation Bd.*, 35 N.Y.2d 492, 498, 323 N.E.2d 689, 692, 364 N.Y.S.2d 149, 152 (1974) (cautiously allowing controlled use of non-lawyers to represent employers in workers compensation proceedings).

Professional Responsibility.²²

As stated by the court in *Moustakas*,²³ CPLR 321 generally has been used to protect the rights of adverse parties.²⁴ Most significantly, the statute ensures that a party knows the identity of the opposing party's attorney, thereby facilitating the service of documents.²⁵ Furthermore, because an attorney of record remains servable as the agent of his client until he is discharged²⁶ by either a stipulation filed with the court or by a court order,²⁷ an adverse party is also protected from losing jurisdiction over a party during an ongoing action.²⁸ The awareness of the parties and the court as to whether an individual or his attorney has the authority to act at any given time is necessary to avoid chaos in judicial proceedings.²⁹

²² See 112 App. Div. 2d at 983, 492 N.Y.S.2d at 795; see also N.Y.S.B.A. CODE OF PROFESSIONAL RESPONSIBILITY DR 7-104(a)(1) (McKinney 1975). DR 7-104(a)(1) provides:

(A) During the course of his representation of a client a lawyer shall not:

(1) Communicate or cause another to communicate on the subject of the representation with a party he knows to be represented by a lawyer in that matter unless he has the prior consent of the lawyer representing such other party or is authorized by law to do so.

(2) Give advice to a person who is not represented by a lawyer, other than the advice to secure counsel, if the interest of such person are or have a reasonable possibility of being in conflict with the interests of his client.

Id.

²³ See 112 App. Div. 2d at 984, 492 N.Y.S.2d at 795.

²⁴ See *infra* notes 25-29 and accompanying text.

²⁵ See CPLR 321(b)(1), (2) (notice of attorney change must be given to all parties in the action); *Kitsch v. Riker Oil Co.*, 23 App. Div. 2d 502, 503, 256 N.Y.S.2d 536, 536 (2d Dep't 1965) (mem.) (CPLR 321 prohibits party from being represented by more than one attorney); *Jackson v. Trapier*, 42 Misc. 2d 139, 141, 247 N.Y.S.2d 315, 316 (Sup. Ct. Queens County 1964) (if more than one attorney "plaintiff would be required to serve duplicate papers"); *Title Guar. & Trust Co. v. Uniform Fibrous Talc Co.*, 127 Misc. 183, 187, 215 N.Y.S. 437, 441 (Sup. Ct. Bronx County 1926) ("[t]his rule is designed to . . . insure to an opposing party that an attorney assuming to act for a party is authorized to do so, to the end that such party may know upon whom necessary notices or papers may be served"). See generally CPLR 2103(b) (Supp. 1984-1985) ("Except where otherwise prescribed by law or order of court, papers to be served upon a party in a pending action shall be served upon his attorney").

²⁶ See *supra* note 5 (cases upholding validity of service upon original attorney improperly discharged).

²⁷ See CPLR 321(b); *supra* note 4 (text and discussion of CPLR 321(b)).

²⁸ See, e.g., *Cann v. Cann*, 204 Misc. 1069, 1071-72, 127 N.Y.S.2d 55, 58 (Sup. Ct. N.Y. County 1954) (defendant prohibited from escaping jurisdiction of the court because his attorney of record was not properly discharged and remained servable).

²⁹ See WK&M ¶ 321.07, at 3-396. It has been stated that § 321 of the CPLR was designed to "avoid the confusion which would otherwise result if other litigants and the courts were not aware of whom was in charge of the case." *Id.*; see, e.g., *Jackson v. Trapier*, 42 Misc. 2d 139, 141, 247 N.Y.S.2d 315, 316 (Sup. Ct. Queens County 1964) (representation by more than one attorney would create "chaos in the the courts"); *Webb v. Dill*, 18 Abb.

It is submitted that the *Moustakas* decision is justifiable to the extent that the language of section 321³⁰ and case law³¹ do not preclude an interpretation protecting the very party who has inappropriately discharged his attorney.³² Furthermore, although no court has expressly construed section 321 as offering the protection afforded in *Moustakas*, several early cases have stated that parties may seek rescission of settlements they improperly negotiated without informing their attorneys of record.³³

However, while the Second Department's interpretation of section 321 may be consistent with the apparent plain meaning of the statute, it is submitted that the decision imprudently allows a party to benefit from his own violation of a statute³⁴—a consequence that several courts have chosen to avoid when applying the corporate representation provision of section 321.³⁵ Indeed, courts

Pr. 264, 264 (Sup. Ct. 1st Dist. 1865) (courts require proceedings to be through attorney who appears, otherwise there would be "great confusion in the Administration of Justice").

³⁰ See *supra* notes 1-2.

³¹ See *supra* notes 4, 25, 27, 28 (cases discussing the purposes of CPLR 321); *cf.* *Barles v. Johnson Elec. Corp.*, 44 Misc. 2d 918, 919, 255 N.Y.S.2d 350, 352 (Sup. Ct. Queens County 1964) ("one attorney of record" requirement necessary to protect client from "bearing the brunt" of disagreements among his counselors).

³² See CPLR 321 (Supp. 1984-1985). The wording of CPLR 321 does not limit application of the statute to the protection of adverse parties. *See id.* In fact, § 321(b) requires that notice of an attorney change must be given to *all* parties in an action. *See supra* note 4 (discussion and text of CPLR 321(b)). It is suggested that by definition, this would include notifying fellow plaintiffs or defendants who in most cases would be friendly parties.

Section 321(a) states that "[i]f a party appears by attorney he may not act in person in the action except by consent of the court." CPLR 321(a) (emphasis added). It is submitted that the statute, without further qualification, unambiguously declares ineffective the acts of any party who already is represented by counsel. Accordingly, the court's decision is consistent with the statute if the "plain meaning" method of statutory interpretation is applied. *See In re Estate of Kleefeld*, 55 N.Y.2d 253, 259, 433 N.E.2d 521, 524, 448 N.Y.S.2d 456, 459 (1982) ("[t]his court should not ignore the words of the statute, clear on its face, to reach a different result through judicial interpretation"); 2A J. SUTHERLAND, STATUTORY CONSTRUCTION § 46.01, at 74 (Sands 4th ed.) (if language is clear, unambiguous and uncontrolled by other statutory provisions, court can not give it different meaning).

³³ *See, e.g., Johnson v. Antonopoulos*, 213 App. Div. 324, 325, 210 N.Y.S. 589, 590 (2d Dep't 1925) (defendant not permitted to raise as defense stipulation signed by plaintiff improperly acting pro se); *Anderson v. Anderson*, N.Y.L.J., Dec. 15, 1964, at 16, col. 3 (Sup. Ct. Bronx County Dec. 14, 1964) (dictum) (party who improperly signs stipulation pro se may move to have such stipulation set aside).

³⁴ In a situation resembling *Moustakas*, one court ruled that a defendant corporation should not be permitted to benefit from the wilful disregard by its president of the rule that a court proceeding should be handled by a member of the bar of that particular jurisdiction. *See Packer v. First Multifund of America, Inc.*, N.Y.L.J., July 29, 1975, at 10, col. 6 (Sup. Ct. N.Y. County July 28, 1975).

³⁵ *See, e.g., King Shell Serv. Station v. Robert S. Douglas Co.*, 106 Misc. 2d 57, 59, 430 N.Y.S.2d 484, 486 (J. Ct. Westchester County 1980) (improper appearance by one party

have asserted that CPLR 321 "is not intended to penalize the adverse party for the corporation's improper appearance."³⁶ Additionally, the decision is inconsistent with the policy of liberal construction officially espoused by the CPLR to "secure the just, speedy . . . determination of every civil judicial proceeding."³⁷

Notwithstanding this inconsistency with public policy, by applying the plain meaning of CPLR 321, the court could not have reached any other conclusion absent a legislative amendment.

Joseph S. Nicotra

should not penalize opposing party); *Cohn v. Warschauer Sick Support Soc. Bnei Israel Sup.*, 19 N.Y.S.2d 742, 743 (Sup. Ct. App. T. 2d Dep't 1940) (corporation cannot move to set aside judgment on ground that corporation was not represented by counsel).

It is submitted that the facts in *Moustakas* are analogous to those in *King Shell* and *Cohn* because the plaintiff, relying on his own violation of CPLR 321, endeavored to nullify prior actions that presumably did not give rise to a desired result. In contrast to earlier cases, however, the court in *Moustakas* permitted the plaintiff to rescind the settlement agreement, *see* 112 App. Div. 2d at 982-83, 492 N.Y.S. at 795, thus failing to uphold the legal maxim prohibiting a party from benefiting from his own wrongdoing. The influence of this legal maxim is deeply rooted in many areas of the law. *See, e.g.*, *Ross v. Ross*, 84 App. Div. 2d 569, 570, 443 N.Y.S.2d 419, 420 (2d Dep't 1981) (mem.) (appellate court refused to grant husband divorce from wife he wrongfully abandoned), *aff'd*, 55 N.Y.2d 999, 434 N.E.2d 717, 449 N.Y.S.2d 481 (1982); *People v. Velez*, 124 Misc. 2d 612, 614, 477 N.Y.S.2d 78, 79 (Sup. Ct. Bronx County 1984) (no violation of speedy trial rights when computer failed to reveal prior arrests because of defendant's use of alias); *Continental Metals Corp. v. Municipal Warehouse Co.*, 112 Misc. 2d 923, 926, 447 N.Y.S.2d 849, 851-52 (Sup. Ct. N.Y. County 1982) (in event of intentional taking of bailed property, bailee deprived of contractual benefit of shortened time to sue), *aff'd*, 92 App. Div. 2d 47, 459 N.Y.S.2d 406 (1st Dep't 1983).

Clearly, if this maxim was disregarded, the effect "would be to place premium on deceit and fraud." *Velez*, 124 Misc. 2d at 614, 477 N.Y.S.2d at 79. Similarly, "it would be a perversion of our adversary system if a litigant could be deprived of a victory because of the dereliction of his or her opponent." *Cuevas v. Cuevas*, 110 App. Div. 2d 873, 880, 488 N.Y.S.2d 725, 730-31 (2d Dep't 1985) (Titone, J., dissenting) (quoting Department of Social Servs. v. Toustum C.D., 97 App. Div. 2d 831, 831, 468 N.Y.S.2d 908, 908 (2d Dep't 1983) (mem.)).

³⁶ *King Shell Serv. Station v. Robert S. Douglas Co.*, 106 Misc. 2d 57, 59, 430 N.Y.S.2d 484, 486 (J. Ct. Westchester County 1980) (quoting *Cohn v. Warschauer Sick Support Soc. Bnei Israel Sup.*, 19 N.Y.S.2d 742, 743 (Sup. Ct. App. T. 2d Dep't 1940)).

³⁷ CPLR 104 (1972); *see* *Coonradt v. Walco*, 55 Misc. 2d 557, 558, 285 N.Y.S.2d 421, 424 (Sup. Ct. Albany County 1967) ("procedural rules should be primarily a means to the end of securing the just resolution of controversies on the merits and at a minimum of expense and delay"). It is submitted that the *Moustakas* decision contravenes the CPLR philosophy by creating a vehicle by which litigation between parties can be prolonged. Instead, the CPLR should be used to "expedit[e] and streamlin[e] the practice of law and the work of the courts." *Burbell v. Burman*, 44 Misc. 2d 749, 750, 255 N.Y.S.2d 56, 58 (Sup. Ct. Bronx County 1964).

Attachment 5 to Complaint

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 153

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Dated: Whitestone, New York
November 2, 2020

Borchert & LaSpina, P.C.

By: 

Robert W. Frommer, Esq.

*Of Counsel to Akerman LLP,
Counsel of record for Plaintiff*

19-02 Whitestone Expressway, Suite 302
Whitestone, New York 11357
(718) 767-3333

TO: Maurice Oparaji
Defendant, Pro Se
245-11 133 Road
Rosedale, NY 11422

Ada Oparaji
Defendant, Pro Se
12 Boylan Street
Newark, NJ 07106

Akerman LLP
Counsel for Plaintiff
520 Madison Avenue, 20th Floor
New York, NY 10022
Attn: Jordan Smith, Esq.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 154

INDEX NO. 704318/2019

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**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

-----X
**CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC.,**

**Index No.
704318/2019**

AFFIRMATION

Plaintiff,

-against-

**MAURICE H. OPARAJI A/K/A MAURICE
OPARAJI A/K/A MAURICE UD OPARAJI,
ADA PATIENCE OPARAJI A/K/A ADA P.
OPARAJI A/K/A ADA OPARAJI, THE
UNITED STATE OF AMERICA INTERNAL
REVENUE SERVICE DEPARTMENT OF
THE TREASURY, HARRIET BEIZER AND
"John Doe" and/or "Jane Doe" #1-10
inclusive, the last ten names being fictitious
and unknown to plaintiff, the persons or
parties intended being the tenants,
occupants, persons, corporations or heirs
at law, if any, having or claiming an interest
in or lien upon the premises described in the
complaint,**

Defendants.

-----X

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 154

INDEX NO. 704318/2019

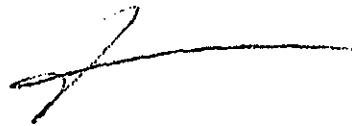
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8. Generally, even the merits of the proposed amendment will not be considered on a motion to amend. Sunshine v. Green Bus Lines, Inc., 41 Misc.2d 1037, 247 N.Y.S.2d 369 (Sup. 1963).

9. Based on the foregoing, the instant motion should be granted its entirety.

WHEREFORE, plaintiff requests that it be granted leave to interpose an amended complaint in the form annexed hereto as Exhibit "A" and that plaintiff be granted such other, further and different relief as this court deems just and proper.

Dated: Whitestone, New York
November 2, 2020



Robert W. Frommer, Esq.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 153

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC.,

Index No.
704318/2019

**NOTICE OF MOTION
TO AMEND**

Plaintiff,

-against-

Assigned to:
Hon. Janice A. Taylor
IAS Part 15

MAURICE H. OPARAJI A/K/A MAURICE
OPARAJI A/K/A MAURICE UD OPARAJI,
ADA PATIENCE OPARAJI A/K/A ADA P.
OPARAJI A/K/A ADA OPARAJI, THE
UNITED STATE OF AMERICA INTERNAL
REVENUE SERVICE DEPARTMENT OF
THE TREASURY, HARRIET BEIZER AND
"John Doe" and/or "Jane Doe" #1-10
inclusive, the last ten names being fictitious
and unknown to plaintiff, the persons or
parties intended being the tenants,
occupants, persons, corporations or heirs
at law, if any, having or claiming an interest
in or lien upon the premises described in the
complaint,

Defendants.

-----X

Motion by: Borchert & LaSpina, P.C.,
Of Counsel to Akerman LLP,

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 153

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

Counsel of record for Plaintiff

Date time and

Place of Hearing: November 24, 2020, at 9:30 A.M., IAS Part 15, at the Supreme Court, Queens County, 88-11 Sutphin Boulevard, Jamaica, New York.

Oral Argument

Requested: Yes ☒ No ☐

Supporting Papers: Affirmation Exhibits.

Relief Demanded: An Order:

- (a) Granting leave to plaintiff to amend the complaint in the form annexed hereto as Exhibit "A" pursuant to CPLR 3025(b); and
- (b) granting such other, further and different relief to plaintiff as this Court deems just and proper.

Pursuant to CPLR §2214 (b), answering and/or opposing affidavits, if any, are to be served upon the undersigned at least seven (7) days before the return date of this motion.

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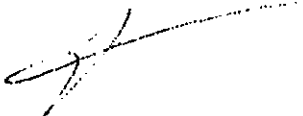
NYSCEF DOC. NO. 153

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

Dated: Whitestone, New York
November 2, 2020

Borchert & LaSpina, P.C.

By: 
Robert W. Frommer, Esq.
Of Counsel to Akerman LLP,
Counsel of record for Plaintiff
19-02 Whitestone Expressway, Suite 302
Whitestone, New York 11357
(718) 767-3333

TO: Maurice Oparaji
Defendant, Pro Se
245-11 133 Road
Rosedale, NY 11422

Ada Oparaji
Defendant, Pro Se
12 Boylan Street
Newark, NJ 07106

Akerman LLP
Counsel for Plaintiff
520 Madison Avenue, 20th Floor
New York, NY 10022
Attn: Jordan Smith, Esq.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 154

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

-----X
**CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC.,**

**Index No.
704318/2019**

AFFIRMATION

Plaintiff,

-against-

**MAURICE H. OPARAJI A/K/A MAURICE
OPARAJI A/K/A MAURICE UD OPARAJI,
ADA PATIENCE OPARAJI A/K/A ADA P.
OPARAJI A/K/A ADA OPARAJI, THE
UNITED STATE OF AMERICA INTERNAL
REVENUE SERVICE DEPARTMENT OF
THE TREASURY, HARRIET BEIZER AND
"John Doe" and/or "Jane Doe" #1-10
inclusive, the last ten names being fictitious
and unknown to plaintiff, the persons or
parties intended being the tenants,
occupants, persons, corporations or heirs
at law, if any, having or claiming an interest
in or lien upon the premises described in the
complaint,**

Defendants.

-----X

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 154

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

Robert W. Frommer, Esq., an attorney admitted to practice law in and before the courts of the State of New York, affirms that the following statements are true and accurate and subject to the penalties of perjury:

1. I am a principal of the law firm of Borchert & LaSpina, P.C., of counsel to Akerman LLP, the counsel of record for plaintiff in this action. As such, I am fully familiar with the facts and circumstances recited herein.

2. I submit this affirmation in support of plaintiff's motion pursuant to CPLR 3025(b) for leave to interpose an amended complaint in the form annexed hereto as Exhibit "A". A copy of the proposed amended complaint is annexed hereto as Exhibit "A". A copy of the original complaint is annexed hereto as Exhibit "B".

3. The difference between the original complaint and the proposed amended complaint is that the proposed amended complaint has added a cause of action on the theory of equitable subrogation.

4. The equitable subrogation claim is founded in the payoff of a prior mortgage as well as the payment of taxes and carrying charges. The HUD-1 statement from plaintiff's mortgage shows the payoff of that prior

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 154

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

mortgage in the sum of \$251,748.82. A copy of that HUD-1 statement is annexed hereto as Exhibit "C".

5. Equitable subrogation is a well-established and meritorious doctrine in this State. Great Eastern Bank v. Chang, 227 A.D.2d 589, 643 N.Y.S.2d 203 (2d Dept. 1996); King v. Pelkofski, 20 N.Y.2d 326, 282 N.Y.S.2d 753 (1967); Long Island City Savings and Loan Assoc'n v. Skow, 25 A.D.2d 880, 270 N.Y.S.2d 234 (2d Dept. 1966).

6. Granting this motion will not prejudice any other parties. No depositions have been conducted and the assertion of a meritorious claim is not prejudicial. Dolan v. Garden City Union Free School District, 113 A.D.2d 781, 493 N.Y.S.2d 217 (2d Dept. 1985).

7. The law of this state emphatically provides that leave to amend the pleadings is to be liberally granted. CPLR 3025(b); Siegel, N.Y. Practice, 2d Edition § 237, at 352 (1991 & Supp. 1997); Thompson v. Alleva, 76 A.D.2d 1022, 429 N.Y.S.2d 481 (3d Dept. 1980).

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 154

INDEX NO. 704318/2019

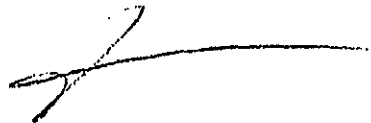
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8. Generally, even the merits of the proposed amendment will not be considered on a motion to amend. Sunshine v. Green Bus Lines, Inc., 41 Misc.2d 1037, 247 N.Y.S.2d 369 (Sup. 1963).

9. Based on the foregoing, the instant motion should be granted its entirety.

WHEREFORE, plaintiff requests that it be granted leave to interpose an amended complaint in the form annexed hereto as Exhibit "A" and that plaintiff be granted such other, further and different relief as this court deems just and proper.

Dated: Whitestone, New York
November 2, 2020



Robert W. Frommer, Esq.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

Exhibit A

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC.,

Index No.
704318/2019

Plaintiff,

**AMENDED
COMPLAINT**

-against-

MAURICE H. OPARAJI A/K/A MAURICE
OPARAJI A/K/A MAURICE UD OPARAJI,
ADA PATIENCE OPARAJI A/K/A ADA P.
OPARAJI A/K/A ADA OPARAJI, THE
UNITED STATE OF AMERICA INTERNAL
REVENUE SERVICE DEPARTMENT OF
THE TREASURY, HARRIET BEIZER AND
"John Doe" and/or "Jane Doe" #1-10
inclusive, the last ten names being fictitious
and unknown to plaintiff, the persons or
parties intended being the tenants,
occupants, persons, corporations or heirs
at law, if any, having or claiming an interest
in or lien upon the premises described in the
complaint,

Defendants.
-----X

Plaintiff, as and for its amended complaint against the above-
captioned defendants, alleges as follows:

**AS AND FOR A FIRST CAUSE OF ACTION
(Mortgage Foreclosure)**

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

Plaintiff CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., (hereinafter referred to as "CITIMORTGAGE"), by its attorneys, complains and alleges, upon information and belief, as follows:

1. This is an action to foreclose a mortgage lien on the premises described herein.

2. The plaintiff is the mortgagee and the holder of the subject note and mortgage and if not the owner, has been delegated the authority to institute a mortgage foreclosure action by the owner and holder of the subject note and mortgage. See attached note incorporated herein, Foreclosing party or creditor ("Noteholder"), directly or through an agent, has possession of the promissory note. The promissory note is either made payable to the Foreclosing Party or has been duly indorsed.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

3. Where applicable, the plaintiff has complied with all of the provisions of the Banking Law § 595-a and rules and regulations promulgated thereunder, Banking Law § 6-1 or 6-in as applicable to the subject loan, and RPAPL § 1304, as amended.

4. The plaintiff, assignee or mortgage loan servicer, has timely complied with the provisions of RPAPL § 1306.

5. A ninety (90) day pre-foreclosure notice ("90 Day Notice") was sent to MAURICE II. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI on September 10, 2014 to the address of the property, at 245-11 133RD RD, ROSEDALE, County of Queens, City and State of New York 11422 and to the Borrowers' last known address which is 245-11 133RD RD, ROSEDALE, NY 11422, by registered or certified and first class mail. The certified mailing bore United States Postal Service Tracking Number 9207 1901 0808 9006 1470 28. A copy of the 90 Day Notices sent to the said defendant are annexed hereto as Exhibit "B" and made a part hereof.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 156

RECEIVED NYSCEF: 11/02/2020

6. A ninety (90) day pre-foreclosure notice ("90 Day Notice") was also sent to ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI on September 10, 2014 to the address of the property, at 245-11 133RD RD, ROSEDALE, County of Queens, City and State of New York 11422 and to the Borrowers' last known address which is 245-11 133RD RD, ROSEDALE, NY 11422, by registered or certified and first class mail. The certified mailing bore United States Postal Service Tracking Number 9207 1901 0808 9006 1449 80. **A copy of the 90 Day Notices sent to said defendant are annexed hereto as Exhibit "C" and made a part hereof.**

7. The plaintiff, assignee or mortgage loan servicer, has timely filed with the Superintendent of the New York State Banking Department the name, address, last known telephone number of the borrower and the amount claimed as due and owing on the mortgage. **A copy of the Proof of Filing Statement is annexed hereto as Exhibit "D" and made a part hereof.**

8. A demand for payment of the mortgage arrears was made by correspondence. This Notice complies with the default procedures both as to form and timing as set forth in the mortgage. The Notice demanded

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

payment at least 30 days after the date in which the Notice was mailed to the mortgagor by certified and regular class mail. **A copy of the Demand Letters are annexed hereto as Exhibit "E" and made a part hereof.**

9. The title of the 90 Day Notice was typed in at least fourteen (14) point font. The text following the title of the 90 Day Notice was typed in at least fourteen (14) point font.

10. Plaintiff is, and at all times relevant herein was, a corporation authorized to conduct business in the State of New York, with its principal place of business do CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., located at 1000 TECHNOLOGY DRIVE, OFALLON, MISSOURI.

11. The premises, which are the subject of this action, are situated at 245-11 133rd Road, Rosedale, County of Queens, City and State of New York 11422 and are designated on the tax map for Queens County, New York as Block13209 and Lot 80 and more particularly described in Exhibit "A" annexed hereto (the "Premises").

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

12. MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI is named as Defendant because he is the purported owner of record of the Premises and is obligor on a certain note secured by a mortgage on the Premises. Upon information and belief, said defendant's last known residence is at the Premises.

13. ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI is named as Defendant because she is the purported owner of record of the Premises. Upon information and belief, said defendant's last known residence is at the Premises.

14. "John Doe" and/or "Jane Doe" # 1-10 inclusive, are fictitious and unknown to plaintiff. They are named as defendants to designate any and all tenants, occupants, persons, corporations or heirs at law, if any, having or claiming an interest in or lien upon the Premises.

15. The following are made party defendants herein solely because they may have or claim to have a lien affecting the Premises:

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

**HARRIET BEIZER
THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE
DEPARTMENT OF THE TREASURY**

The above liens are subject and subordinate to the lien of the Plaintiffs mortgage. **See, copy of Mortgage/Judgment Schedules attached hereto as Exhibit "F" and made part hereof.**

16. On or about March 31, 2004, defendant MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, ("Defendant") executed and delivered to ABN AMRO MORTGAGE GROUP, INC. a Note (the "Note"), whereby the Defendant agreed to pay to ABN AMRO MORTGAGE GROUP, INC. or its transferees the sum of \$264,700.00, plus increases in principal, if any, with interest thereon, installments of principal and interest to be paid monthly, in substantially equal payments on the same date of each month until maturity, all as provided in the Note. **A copy of the Note is annexed hereto as Exhibit "G" and made a part hereof.**

17. As collateral security for the payment of the Note, defendants MAURICE ¹²¹. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI AND ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI executed, acknowledged, and delivered to ABN AMRO

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

MORTGAGE GROUP, INC. a mortgage dated March 31, 2004, in the principal amount of \$264,700.00 (the "Mortgage"), which was recorded in the Office of the City Register of Queens County on October 20, 2004 in CRFN 2004000648680, and the mortgage recording tax was duly paid. A copy of said documents are annexed hereto as Exhibit "H" and made a part hereof.

18. The Premises encumbered by said Mortgage, with all appurtenances thereto, is bounded and fully described in Exhibit "A" annexed hereto and made part hereof.

19. The Note provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days and further provides, inter alia, for the payment of all costs and expenses, including attorney's fees in the event the Note is referred to an attorney for collection.

20. The Mortgage obligates the Defendants, inter alia, to pay, on a monthly basis, to plaintiff, at plaintiff's option, an amount equal to 1/12 of the annual taxes, assessments, ground rents, and hazard and mortgage

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

insurance premiums to become due in connection with the Premises pursuant to the Mortgage.

21. The Mortgage provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days.

22. The Mortgage provides, inter alia, that in the event of a default in the payment of any principal or interest that might become due thereon, plaintiff may declare the entire indebtedness secured by the Mortgage immediately due and payable and commence an action to foreclose the Defendants' rights in the Premises and sell them pursuant to applicable law.

23. The Note and Mortgage obligates the Defendants, inter alia, to pay plaintiffs reasonable attorney's fees in the event of a default and in any action to foreclose the Mortgage.

24. The Defendants defaulted under the terms of the Note and Mortgage by omitting and failing to make monthly payments of principal and interest due from December 1, 2010 through date.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

25. As a result of the foregoing and in accordance with its rights under the Note and Mortgage, plaintiff has elected to exercise its option to demand immediate payment in full of the amounts outstanding under the Note and Mortgage and has notified the Defendants of its decision to demand immediate payment in full.

26. As a result of the Defendants' failure to pay the obligation under the Note and Mortgage, there is now due and owing to plaintiff on the principal of the Mortgage the sum of \$235,604.36 together with accrued interest from November 1, 2010 at the present rate of 5.250% as stated in the Note and Mortgage, and such other payments as are set forth in the Note and Mortgage. Notwithstanding the foregoing, plaintiff seeks the unpaid principal balance, interest arrears, escrows and such other payments as may be due under the note and mortgage as may be collected under applicable New York law. Plaintiff does not seek to sue or collect on any debt that may be barred under the statute of limitations.

27. In order to protect its security, plaintiff may be compelled during the pendency of this action to pay sums for premiums on insurance policies,

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

real estate taxes, assessments, water charges and sewer rents which are or may become liens on the mortgaged premises, and other charges which may be necessary for the protection of the mortgaged premises, and the plaintiff prays that any sum or sums so paid, together with interest from the date of payment, shall be added to the plaintiffs claim and be deemed secured by said Note and Mortgage and adjudged a valid lien on the mortgaged premises, and that the plaintiff be paid such sums, together with interest thereon, out of the proceeds of the sale of the mortgaged premises.

28. The Mortgage provides that, in the case of foreclosure, the mortgaged Premises may be sold in one parcel.

29. The mortgaged premises under foreclosure herein is to be sold subject to any state of facts an accurate survey would show; and to covenants, restrictions, reservations, easements and agreements of record, if any, and any violations thereof; and to building restrictions and zoning ordinances of the town or municipality in which said mortgaged premises are situated, if any, and any violations thereof; and to conditional bills of sale, security agreements and financing statements filed in connection with said mortgaged premises, if any, but only to the extent that any of the foregoing

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

are not barred or foreclosed by this action; and to existing tenancies, if any, except such tenants who are parties defendants to this action; and to all unpaid real estate taxes, assessments, water charges and sewer rents, which are liens upon the premises but are not due or payable as of the time of the sale. In addition, the purchaser of the mortgaged premises at the foreclosure sale shall be required to pay all applicable local and state transfer taxes, deed stamps or other taxes due in connection with the transfer of the mortgaged premises.

30. The plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment, after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and all present and future defaults under the Note and Mortgage and occurring prior to the discontinuance of this action are fully paid.

31. In the event the plaintiff possesses any other liens against the mortgaged premises either by way of a junior mortgage or otherwise, the plaintiff requests that such other liens shall not be merged into the cause of

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

action set forth in this complaint, but that the plaintiff shall be permitted to enforce said other liens and seek determination of the priority thereof in any independent action or proceeding including without limitation any surplus money proceeding.

32. No prior action or proceeding has been commenced or is now pending to enforce the terms of the Mortgage, or any part thereof except to the extent made in the original complaint filed in this action.

**AS AND FOR A SECOND CAUSE OF ACTION
(Action to Determine Title/Equitable Subrogation/Equitable
Mortgage/Equitable Lien)**

33. Plaintiff repeats, restates and realleges each of the foregoing allegations as if fully set forth herein.

34. This cause of action is brought in equity and under the provisions of Article 15 of the Real Property and Proceedings Law for a determination of Plaintiff's mortgage and lien interests and claims in and to the premises in Queens County, New York known as 245-11 133rd Road, Rosedale, New York and by a Queens County tax map designation of Block 13209 and Lot

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

80 and more particularly described in Exhibit "A" annexed hereto ("Premises").

35. Defendant Maurice H. Oparaji a/k/a Maurice Oparaji a/k/a Maurice UD Oparaji ("Maurice Oparaji") claims to have an ownership interest or other interest in the Premises.

36. Defendant Ada Patience Oparaji a/k/a Ada P. Oparaji a/k/a Ada Oparaji ("Ada Oparaji") claims to have an ownership interest or other interest in the Premises.

37. On October 24, 2003, Maurice Oparaji and Ada Oparaji executed and delivered a mortgage to Citibank, N.A. encumbering the Premises as security for a loan and debt in the principal sum of \$252,000.00. That mortgage was recorded against the Premises on July 2, 2004 ("Citibank Mortgage"). A copy of the recorded Citibank Mortgage is annexed hereto as **Exhibit "I"**.

38. As noted in the first cause of action in this complaint, the mortgage plaintiff seeks to foreclose in this action is dated March 31, 2004 and was

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

recorded in the Office of the City Register of the City of New York on October 20, 2004. A copy of that mortgage is annexed hereto as **Exhibit "H"** ("Plaintiff's Mortgage").

39. Plaintiff's Mortgage was executed and delivered by both Maurice Oparaji and Ada Oparaji to ABN Amro Mortgage Group, Inc. with the full intent to encumber the Premises as set forth in Plaintiff's Mortgage and as security for the annexed note.

40. Citimortgage, Inc. is the successor by merger to ABN Amro Mortgage Group, Inc. as set forth above. See **Exhibit "J"** annexed hereto.

41. \$251,748.82 of the proceeds of Plaintiff's Mortgage paid off and satisfied the Citibank Mortgage.

42. The Citibank Mortgage was satisfied of record by written instrument dated November 15, 2004 and recorded in the Office of the City Register of the City of New York on December 3, 2004. A copy of that recorded document is annexed hereto as **Exhibit "K"**.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

43. Plaintiff and plaintiff's predecessors in interest have paid taxes and other carrying charges to the benefit of the Premises and which payments have had the effect of benefitting the defendants.

44. Plaintiff's Mortgage is a valid, first priority mortgage and lien encumbering the Premises and the interests of all defendants are subject and subordinate thereto.

45. Plaintiff is entitled to be subrogated to the position of the Citibank Mortgage and all prior mortgages and liens that were paid off, satisfied and discharged with the proceeds of Plaintiff's Mortgage by virtue of the doctrine of assignment by equitable subrogation and the doctrine of unjust enrichment and to have a corresponding equitable lien on the Premises with interest thereon from March 31, 2004 and continuing.

46. Plaintiff is entitled to be subrogated to the position of the taxes and other carrying charges affecting the Premises by virtue of the doctrine of assignment by equitable subrogation and the doctrine of unjust enrichment with interest thereon from the dates of payment and continuing Citibank Mortgage and all prior mortgages and liens that were paid off, satisfied and

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

discharged with the proceeds of Plaintiff's Mortgage by virtue of the doctrine of assignment by equitable subrogation and to have a corresponding equitable lien on the Premises with interest thereon from March 31, 2004 and continuing.

47. Plaintiff further seeks and is entitled to judgment declaring that Plaintiff holds a first priority equitable mortgage and equitable lien encumbering all of the defendants' interests in the Premises in accordance with the terms of the Citibank Mortgage in which Plaintiff has rights as aforesaid.

48. The defendants herein claim, or it appears from the public records and the allegations of this complaint, that the defendants might claim an estate or interest in the Premises adverse to Plaintiff.

49. The defendants herein are of full age and sound mind and are not absentees, infants, incompetents, or alcohol abusers.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

50. A judgment herein will not affect a person or persons not in being or ascertained at the commencement of this action, who by any contingency contained in a devise or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the Premises.

51. There are no persons not in being or ascertained at the commencement of this action, who by any contingency contained in any devise or grant or otherwise, could afterward become entitled to a beneficial estate or interest in the Premises; and every person in being who have been entitled to such estate or interest if such event had happened immediately before the commencement of this action is named as a party hereto.

52. None of the parties to this action are unknown and none are infants, or incompetent to manage themselves or their affairs.

53. No personal claim is made, in this action, against any defendant other than a defendant who shall assert a claim adverse to the claim of Plaintiff set forth in this complaint.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

54. Plaintiff further seeks and is entitled to a judgment to the effect that the Plaintiff's Mortgage and lien is a valid encumbrance on the Premises and that the interests of all defendants are subject and subordinate to Plaintiff's Mortgage and lien on the Premises.

55. Plaintiff has no adequate remedy at law.

56. If Plaintiff's Mortgage and lien interest in the Premises is not established superior to all defendants herein, then all defendants will have reaped a windfall and become unjustly enriched all to the detriment, damage and hardship of Plaintiff.

57. No previous application for the relief requested herein has been made to this or any other court except to the extent requested in the original complaint filed in this action.

WHEREFORE, plaintiff demands judgment as follows:

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

(I) On the First Cause of Action,

A. That each and all of the defendants in this action, and any and all persons claiming by, through and under any of them, subsequent to the commencement of this action and the filing of the notice of pendency of this action, may be forever barred and foreclosed of any and all right, title and interest, claim, lien and equity of redemption in the mortgage Premises;

B. That the Court direct that the Premises can be sold according to law, in one parcel or otherwise as equity may require;

C. That the monies arising from the sale of the Premises may be brought into Court or paid to the plaintiff in accordance with RPAPL§ 1354.

D. That the monies due to plaintiff on the Mortgage may be adjudged and computed;

E. That plaintiff may be paid the amount adjudged to be due on the Mortgage with interest at the time of such payment, together with any monies advanced and paid pursuant to any term or provision of the Mortgage so as to protect the lien of the Mortgage, and together with taxes, insurance premiums and all other charges and liens paid thereon with interest upon said amount from the date of the respective payments and advances, together with all amounts due by virtue of statutory costs, allowances and attorney's fees, together with any reasonable attorney's fees over and above the amounts covered by the statutory attorney's fees, together with the expenses of the sale insofar as the amount of such monies properly applicable thereto will pay the same;

F. That if the proceeds of the sale of the Premises are insufficient to pay the amount found due to plaintiff as set forth in the immediately preceding paragraph, the officer making the sale be required by the judgment of sale herein to specify the amount of such deficiency in the report of sale so that application may be made by plaintiff to the Court pursuant to Section 1371 of the Real Property Actions and Proceedings Law for a deficiency judgment against the defendant, MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, which will include the amount of any such deficiency, unless discharged in bankruptcy;

G. If the Court, upon such application shall so direct, plaintiff should have judgment against the defendant, MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, for the amount of such deficiency, unless discharged in bankruptcy;

H. That plaintiff be awarded reasonable attorney's fees as provided in the Note and Mortgage, as well as the costs and disbursements of this action; and

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

I. That plaintiff has such other and further relief as may be just and proper; and

(II) On the Second Cause of Action,

(a) declaring that Plaintiff's Mortgage validly encumbers the Premises and is superior to all claims and interests of the defendants, and directing the Queens County Clerk and the Office of the City Register of the City of New York to record the Judgment of this Court granting the relief requested herein and/or otherwise reflect in the real property records and indices thereof the Mortgage and lien interests of Plaintiff, and (b) declaring that the interests of the defendants are subject and subordinate to Plaintiff's Mortgage and lien and interests, and (c) declaring Plaintiff to be equitably subrogated to the position of the Citibank Mortgage with all applicable interest from the date of payment and continuing and that Plaintiff be equitably subrogated to the position of all liens, obligations, and mortgages that encumbered the Premises that Plaintiff and Plaintiff's predecessors in interest paid off and satisfied or reduced in amount with applicable interest thereon from the dates of payment and continuing, and declaring Plaintiff to be equitably subrogated to the position of all real estate taxes and other carrying charges paid by Plaintiff and by Plaintiff's predecessors in interest with applicable interest thereon from the dates of payment and continuing, and (d) declaring Plaintiff to have a first priority equitable mortgage and equitable lien encumbering the Premises with applicable interest from the dates of payment and continuing for all of the foregoing, and awarding costs and disbursements to Plaintiff as against any defendant that answers the second cause of action; and

(III) granting such other and further relief to Plaintiff as the Court may deem just and proper.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

Dated: November 2, 2020

Akerman LLP

By: 

Jordan M. Smith, Esq. (jordan.smith@akerman.com)

Stefan Canizares, Esq. (stefan.canizares@akerman.com)

Attorneys for Plaintiff

520 Madison Avenue, 20th Floor

New York, New York 10022

(212) 880-3800

Borchert & LaSpina, P.C.

By: 

Robert W. Frommer, Esq.

Of Counsel to Akerman LLP

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Whitestone, New York 11357

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FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 156

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

I. That plaintiff has such other and further relief as may be just and proper; and

(II) On the Second Cause of Action,

(a) declaring that Plaintiff's Mortgage validly encumbers the Premises and is superior to all claims and interests of the defendants, and directing the Queens County Clerk and the Office of the City Register of the City of New York to record the Judgment of this Court granting the relief requested herein and/or otherwise reflect in the real property records and indices thereof the Mortgage and lien interests of Plaintiff, and (b) declaring that the interests of the defendants are subject and subordinate to Plaintiff's Mortgage and lien and interests, and (c) declaring Plaintiff to be equitably subrogated to the position of the Citibank Mortgage with all applicable interest from the date of payment and continuing and that Plaintiff be equitably subrogated to the position of all liens, obligations, and mortgages that encumbered the Premises that Plaintiff and Plaintiff's predecessors in interest paid off and satisfied or reduced in amount with applicable interest thereon from the dates of payment and continuing, and declaring Plaintiff to be equitably subrogated to the position of all real estate taxes and other carrying charges paid by Plaintiff and by Plaintiff's predecessors in interest with applicable interest thereon from the dates of payment and continuing, and (d) declaring Plaintiff to have a first priority equitable mortgage and equitable lien encumbering the Premises with applicable interest from the dates of payment and continuing for all of the foregoing, and awarding costs and disbursements to Plaintiff as against any defendant that answers the second cause of action; and

(III) granting such other and further relief to Plaintiff as the Court may deem just and proper.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 157

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

Exhibit B

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 157

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 1

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020
INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

**CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO
ABN AMRO MORTGAGE GROUP, INC.,**

Plaintiff,

-against-

**MAURICE H. OPARAJI A/K/A MAURICE OPARAJI
A/K/A MAURICE UD OPARAJI, ADA PATIENCE
OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI,
THE UNITED STATES OF AMERICA INTERNAL
REVENUE SERVICE DEPARTMENT OF THE
TREASURY, HARRIET BEIZER and "John Doe" and/or
"Jane Doe" # 1-10 inclusive, the last ten names being fictitious
and unknown to plaintiff, the persons or parties intended being
the tenants, occupants, persons, corporations or heirs at law, if
any, having or claiming an interest in or lien upon the premises
described in the complaint,**

Defendants.

**Index No.
Date Filed:**

SUMMONS

**Plaintiff designates
Queens County as the
place of trial based on
the location of the
mortgaged premises in
this action.**

**We are attempting to collect a debt, and any information obtained will be used for
that purpose.**

To the above-named defendants:

**YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a
copy of your answer, or, if the complaint is not served with this summons, to serve a notice of
appearance, on the plaintiff's attorneys within twenty (20) days after the service of this summons,
exclusive of the day of service (or within thirty (30) days after the service is complete if this
summons is not personally delivered to you within the State of New York) or within (60) days
after service of this summons if it is the United States of America; and in case of your failure to
appear or answer, judgment will be taken against you by default for the relief demanded in the
complaint.**

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 157

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF: 11/02/2020

INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home. Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property. Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT

This is an action to foreclose a mortgage lien on the premises described herein.

The object of the above captioned action is to foreclose a Mortgage to secure \$264,700.00 and interest, recorded in the Office of the City Register of Queens County on October 20, 2004 in CRFN 2004000648680, covering premises known as 245-11 133RD RD, ROSEDALE, COUNTY OF QUEENS, CITY AND STATE OF NEW YORK 11422 (BLOCK 13209 AND LOT 80).

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 157

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF: 11/02/2020
INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

The relief sought in the within action is a final judgment directing the sale of the premises described above. The Plaintiff also seeks a deficiency judgment against the Defendant, MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, for any debt secured by said Mortgage which is not satisfied by the proceeds of the sale of said premises, unless discharged in bankruptcy.

Dated: Roslyn Heights, New York

3.12, 2019

DAVID A. GALLO & ASSOCIATES LLP

By: 

DAVID A. GALLO, ESQ.

Attorneys for Plaintiff

99 Powerhouse Road - First Floor

Roslyn Heights, NY 11577

(516) 583-5330

(516) 583-5333 - fax

TO: MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD
OPARAJI
245-11 133RD RD
ROSEDALE, NY 11422

ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI
245-11 133RD RD
ROSEDALE, NY 11422

THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE
DEPARTMENT OF THE TREASURY
10 METROTECH CENTER
625 FULTON STREET
BROOKLYN, NY 11201

HARRIET BEIZER
108-18 QUEENS BLVD.
FOREST HILLS, NY 11375

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 152

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

**CITIMORTGAGE, INC., SUCCESSOR BY MERGER
TO ABN AMRO MORTGAGE GROUP, INC.,**

Index No.

VERIFIED COMPLAINT

Plaintiff,

MORTGAGE FORECLOSURE

-against-

**MAURICE H. OPARAJI A/K/A MAURICE OPARAJI
A/K/A MAURICE UD OPARAJI, ADA PATIENCE
OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA
OPARAJI, THE UNITED STATES OF AMERICA
INTERNAL REVENUE SERVICE DEPARTMENT
OF THE TREASURY, HARRIET BEIZER and "John
Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten
names being fictitious and unknown to plaintiff, the
persons or parties intended being the tenants, occupants,
persons, corporations or heirs at law, if any, having or
claiming an interest in or lien upon the premises
described in the complaint,**

Defendants.

**Plaintiff CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO
MORTGAGE GROUP, INC., (hereinafter referred to as "CITIMORTGAGE"), by its attorneys,
David A. Gallo & Associates LLP, complains and alleges, upon information and belief, as follows:**

- 1. This is an action to foreclose a mortgage lien on the premises described herein.**
- 2. The plaintiff is the mortgagee and the holder of the subject note and mortgage and
if not the owner, has been delegated the authority to institute a mortgage foreclosure action by the
owner and holder of the subject note and mortgage. See attached note incorporated herein.
Foreclosing party or creditor ("Noteholder"), directly or through an agent, has possession of the
promissory note. The promissory note is either made payable to the Foreclosing Party or has been
duly indorsed.**

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM
NYSCEF DOC. NO. 1

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020
INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

3. Where applicable, the plaintiff has complied with all of the provisions of the Banking Law § 595-a and rules and regulations promulgated thereunder, Banking Law § 6-l or 6-m as applicable to the subject loan, and RPAPL § 1304, as amended.

4. The plaintiff, assignee or mortgage loan servicer, has timely complied with the provisions of RPAPL § 1306.

5. A ninety (90) day pre-foreclosure notice ("90 Day Notice") was sent to MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI on September 10, 2014 to the address of the property, at 245-11 133RD RD, ROSEDALE, County of Queens, City and State of New York 11422 and to the Borrowers' last known address which is 245-11 133RD RD, ROSEDALE, NY 11422, by registered or certified and first class mail. The certified mailing bore United States Postal Service Tracking Number 9207 1901 0808 9006 1470 28. A copy of the 90 Day Notices sent to the Borrower are annexed hereto and made a part hereof.

6. A ninety (90) day pre-foreclosure notice ("90 Day Notice") was also sent to ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI on September 10, 2014 to the address of the property, at 245-11 133RD RD, ROSEDALE, County of Queens, City and State of New York 11422 and to the Borrowers' last known address which is 245-11 133RD RD, ROSEDALE, NY 11422, by registered or certified and first class mail. The certified mailing bore United States Postal Service Tracking Number 9207 1901 0808 9006 1449 80. A copy of the 90 Day Notices sent to the Borrower are annexed hereto and made a part hereof.

7. The plaintiff, assignee or mortgage loan servicer, has timely filed with the Superintendent of the New York State Banking Department the name, address, last known telephone number of the borrower and the amount claimed as due and owing on the mortgage. A copy of the Proof of Filing Statement is annexed hereto and made a part hereof.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 157

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

8. A demand for payment of the mortgage arrears was made by correspondence. This Notice complies with the default procedures both as to form and timing as set forth in the mortgage. The Notice demanded payment at least 30 days after the date in which the Notice was mailed to the mortgagor by certified and regular class mail. A copy of the Demand Letters are annexed hereto and made a part hereof.

9. The title of the 90 Day Notice was typed in at least fourteen (14) point font. The text following the title of the 90 Day Notice was typed in at least fourteen (14) point font.

10. Plaintiff is, and at all times relevant herein was, a corporation authorized to conduct business in the State of New York, with its principal place of business c/o CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., located at 1000 TECHNOLOGY DRIVE, O'FALLON, MISSOURI.

11. The premises, which are the subject of this action, are situated at 245-11 133RD RD, ROSEDALE, COUNTY OF QUEENS, CITY AND STATE OF NEW YORK 11422 (the "Premises").

12. MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI is named as Defendant because he is the purported owner of record of the Premises and is obligor on a certain note secured by a mortgage on the Premises. Upon information and belief, said defendant's last known residence is at the Premises.

13. ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI is named as Defendant because she is the purported owner of record of the Premises. Upon information and belief, said defendant's last known residence is at the Premises.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 157

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

14. "John Doe" and/or "Jane Doe" # 1-10 inclusive, are fictitious and unknown to plaintiff. They are named as defendants to designate any and all tenants, occupants, persons, corporations or heirs at law, if any, having or claiming an interest in or lien upon the Premises.

15. The following are made party defendants herein solely because they may have or claim to have a lien affecting the Premises:

HARRIET BEIZER
THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE DEPARTMENT
OF THE TREASURY

The above liens are subject and subordinate to the lien of the Plaintiff's mortgage. See, copy of Mortgage/Judgment Schedules attached hereto and made part hereof.

16. On or about March 31, 2004, defendant MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, ("Defendant") executed and delivered to ABN AMRO MORTGAGE GROUP, INC. a Note (the "Note"), whereby the Defendant agreed to pay to ABN AMRO MORTGAGE GROUP, INC. or its transferees the sum of \$264,700.00, plus increases in principal, if any, with interest thereon, installments of principal and interest to be paid monthly, in substantially equal payments on the same date of each month until maturity, all as provided in the Note. A copy of the Note is annexed hereto and made a part hereof.

17. As collateral security for the payment of the Note, defendants MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI AND ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI executed, acknowledged, and delivered to ABN AMRO MORTGAGE GROUP, INC. a mortgage dated March 31, 2004, in the principal amount of \$264,700.00 (the "Mortgage"), which was recorded in the Office of the City Register of Queens County on October 20, 2004 in CRFN 2004000648680,

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 157

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

and the mortgage recording tax was duly paid. A copy of said documents are annexed hereto and made a part hereof.

18. The Premises encumbered by said Mortgage, with all appurtenances thereto, is bounded and fully described in Schedule A annexed hereto and made part hereof.

19. The Note provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days and further provides, inter alia, for the payment of all costs and expenses, including attorney's fees in the event the Note is referred to an attorney for collection.

20. The Mortgage obligates the Defendants, inter alia, to pay, on a monthly basis, to plaintiff, at plaintiff's option, an amount equal to 1/12 of the annual taxes, assessments, ground rents, and hazard and mortgage insurance premiums to become due in connection with the Premises pursuant to the Mortgage.

21. The Mortgage provides, inter alia, for the payment of late charges in case of default of any installment which has become due and remained unpaid in excess of 15 days.

22. The Mortgage provides, inter alia, that in the event of a default in the payment of any principal or interest that might become due thereon, plaintiff may declare the entire indebtedness secured by the Mortgage immediately due and payable and commence an action to foreclose the Defendants' rights in the Premises and sell them pursuant to applicable law.

23. The Note and Mortgage obligates the Defendants, inter alia, to pay plaintiff's reasonable attorney's fees in the event of a default and in any action to foreclose the Mortgage.

24. The Defendants defaulted under the terms of the Note and Mortgage by omitting and failing to make monthly payments of principal and interest due from December 1, 2010 through date.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF: 03/12/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

25. As a result of the foregoing and in accordance with its rights under the Note and Mortgage, plaintiff has elected to exercise its option to demand immediate payment in full of the amounts outstanding under the Note and Mortgage and has notified the Defendants of its decision to demand immediate payment in full.

26. As a result of the Defendants' failure to pay the obligation under the Note and Mortgage, there is now due and owing to plaintiff on the principal of the Mortgage the sum of \$235,604.36 together with accrued interest from November 1, 2010 at the present rate of 5.250% as stated in the Note and Mortgage, and such other payments as are set forth in the Note and Mortgage. Notwithstanding the foregoing, plaintiff seeks the unpaid principal balance, interest arrears, escrows and such other payments as may be due under the note and mortgage as may be collected under applicable New York law. Plaintiff does not seek to sue or collect on any debt that may be barred under the statute of limitations.

27. In order to protect its security, plaintiff may be compelled during the pendency of this action to pay sums for premiums on insurance policies, real estate taxes, assessments, water charges and sewer rents which are or may become liens on the mortgaged premises, and other charges which may be necessary for the protection of the mortgaged premises, and the plaintiff prays that any sum or sums so paid, together with interest from the date of payment, shall be added to the plaintiff's claim and be deemed secured by said Note and Mortgage and adjudged a valid lien on the mortgaged premises, and that the plaintiff be paid such sums, together with interest thereon, out of the proceeds of the sale of the mortgaged premises.

28. The Mortgage provides that, in the case of foreclosure, the mortgaged premises may be sold in one parcel.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 157

RECEIVED NYSCEF: 11/02/2020

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

29. The mortgaged premises under foreclosure herein is to be sold subject to any state of facts an accurate survey would show; and to covenants, restrictions, reservations, easements and agreements of record, if any, and any violations thereof; and to building restrictions and zoning ordinances of the town or municipality in which said mortgaged premises are situated, if any, and any violations thereof; and to conditional bills of sale, security agreements and financing statements filed in connection with said mortgaged premises, if any, but only to the extent that any of the foregoing are not barred or foreclosed by this action; and to existing tenancies, if any, except such tenants who are parties defendants to this action; and to all unpaid real estate taxes, assessments, water charges and sewer rents, which are liens upon the premises but are not due or payable as of the time of the sale. In addition, the purchaser of the mortgaged premises at the foreclosure sale shall be required to pay all applicable local and state transfer taxes, deed stamps or other taxes due in connection with the transfer of the mortgaged premises.

30. The plaintiff shall not be deemed to have waived, altered, released or changed the election hereinbefore made by reason of the payment, after the date of the commencement of this action, of any or all of the defaults mentioned herein; and such election shall continue and remain effective until the costs and disbursements of this action, and all present and future defaults under the Note and Mortgage and occurring prior to the discontinuance of this action are fully paid.

31. In the event the plaintiff possesses any other liens against the mortgaged premises either by way of a junior mortgage or otherwise, the plaintiff requests that such other liens shall not be merged into the cause of action set forth in this complaint, but that the plaintiff shall be permitted to enforce said other liens and seek determination of the priority thereof in any independent action or proceeding including without limitation any surplus money proceeding.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF: 11/02/2020
INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

32. No prior action or proceeding has been commenced or is now pending to enforce the terms of the Mortgage, or any part thereof.

WHEREFORE, plaintiff demands judgment against the defendants as follows:

A. That each and all of the defendants in this action, and any and all persons claiming by, through and under any of them, subsequent to the commencement of this action and the filing of the notice of pendency of this action, may be forever barred and foreclosed of any and all right, title and interest, claim, lien and equity of redemption in the mortgage Premises;

B. That the Court direct that the Premises can be sold according to law, in one parcel or otherwise as equity may require;

C. That the monies arising from the sale of the Premises may be brought into Court or paid to the plaintiff in accordance with RPAPL§ 1354.

D. That the monies due to plaintiff on the Mortgage may be adjudged and computed;

E. That plaintiff may be paid the amount adjudged to be due on the Mortgage with interest at the time of such payment, together with any monies advanced and paid pursuant to any term or provision of the Mortgage so as to protect the lien of the Mortgage, and together with taxes, insurance premiums and all other charges and liens paid thereon with interest upon said amount from the date of the respective payments and advances, together with all amounts due by virtue of statutory costs, allowances and attorney's fees, together with any reasonable attorney's fees over and above the amounts covered by the statutory attorney's fees, together with the expenses of the sale insofar as the amount of such monies properly applicable thereto will pay the same;

F. That if the proceeds of the sale of the Premises are insufficient to pay the amount found due to plaintiff as set forth in the immediately preceding paragraph, the officer making the sale be required by the judgment of sale herein to specify the amount of such deficiency in the

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 157

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

report of sale so that application may be made by plaintiff to the Court pursuant to Section 1371 of the Real Property Actions and Proceedings Law for a deficiency judgment against the defendant, MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, which will include the amount of any such deficiency, unless discharged in bankruptcy;

G. If the Court, upon such application shall so direct, plaintiff should have judgment against the defendant, MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, for the amount of such deficiency, unless discharged in bankruptcy;

H. That plaintiff be awarded reasonable attorney's fees as provided in the Note and Mortgage, as well as the costs and disbursements of this action; and

I. That plaintiff has such other and further relief as may be just and proper.

Dated: Roslyn Heights, New York

3.12, 2019

DAVID A. GALLO & ASSOCIATES LLP

By: 

DAVID A. GALLO, ESQ.

Attorneys for Plaintiff

99 Powerhouse Road - First Floor

Roslyn Heights, NY 11577

(516) 583-5330

(516) 583-5333 - fax

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 157

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

RECEIVED NYSCEF 11/02/2020

INDEX NO. 704318/2019

NYSCEF DOC. NO. 1

RECEIVED NYSCEF: 03/12/2019

VERIFICATION

STATE OF NEW JERSEY)
) ss.:
 COUNTY OF MERCER)

WILMA MYIOW, being duly sworn, deposes and says that I am a Vice President Document Execution for Cenlar FSB servicer of CitiMortgage, Inc. I have read the statements of fact contained in the Complaint herein, and all the exhibits annexed thereto, and the contents thereof are true to my knowledge, except as to matters therein stated to be alleged on information and belief, and that, as to those matters, I believe them to be true.

I am authorized to sign this affidavit on behalf of Plaintiff. As part of my job responsibilities, I am personally familiar with the records maintained in connection with the servicing of the instant loan, which are securely maintained in an electronic system. The information in the Complaint is taken from Plaintiff's business records (the "Business Records").

I have personal knowledge of the recording-keeping practices and procedures for creating and maintaining these Business Records. Such Business Records are: (a) made at or near the time of the occurrence of the matters set forth therein by persons with personal knowledge of the information in the business record, or from information transmitted by persons with personal knowledge; (b) are kept and entered by authorized employees in the course of regularly conducted business activities; and (c) it is the regular practice to make such records.

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

NYSCEF DOC. NO. 158

INDEX NO. 704318/2019

RECEIVED NYSCEF: 11/02/2020

Exhibit C

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 158

RECEIVED NYSCEF: 11/02/2020

A. Settlement Statement

U.S. Department of Housing
and Urban Development

OMB Approval No. 2502-0285

B. Type of Loan

1. ☐ FHA 2. ☐ FedHA 3. ☐ Conv. Unins. 6. File Number: 7. Loan Number: 8. Mortgage Insurance Case Number:
 4. ☐ VA 5. ☐ Conv. Ins.

C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown, items marked "p.o.d." were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. Name & Address of Borrower

Maurice Csanaj

245-11 133rd Street
Rosedale, New York 11422

E. Name & Address of Seller

F. Name & Address of Lender
ABN AMRO Mortgage Group, Inc.
2600 W. Big Beaver Road
Troy, MI 48064

G. Property Location

245-11 133rd Street
Rosedale, New York 11422H. Settlement Agent
John A. Cammisi, Esq.Place of Settlement
1292 Richmond Road
Saten Island, New York 10304I. Settlement Date
03/31/04

Disburse Date: 4/3/2004

J. Summary of Borrower's Transaction

100. Gross Amount Due From Borrower

101. Contract Sales Price

102. Personal Property

103. Settlement charges to borrower (line 1400)

104. Payoff to Citibank

105.

Adjustments for items paid by seller in advance

106. City/town taxes

107. County taxes

108. Assessments

109.

110.

111.

112.

120. Gross Amount Due From Borrower

200. Amounts Paid By Or in Behalf Of Borrower

201. Deposit or earnest money

202. Principal amount of new loan(s)

203. Existing loan(s) taken subject to

204.

205.

206.

207.

208.

209.

Adjustments for items unpaid by Seller

210. City/town taxes

211. County taxes

212. Assessments

213.

214.

215.

216.

217.

218.

219.

220.

220. Total Paid By/For Borrower

200. Cash At Settlement From or To Borrower

301. Gross amount due from borrower (line 120)

302. Less amounts paid by/for borrower (line 220)

303. CASH FROM BORROWER

SELLER INSTRUCTIONS: If FHA real estate was your principal residence, file Form 2150, Sale or Exchange of Principal Residence, for any gain, with your income tax return for other transactions, complete the applicable parts of Form 4794, Form 6202 and/or Schedule D (Form 1040).

SUBSTITUTION: The information contained in blocks E, G, H, I and on the 401 (or, if Form 401 is attached, lines 403 and 404) is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this form is required to be reported and the IRS determines that it has not been reported.

K. Summary of Seller's Transaction

400. Gross Amount Due To Seller

401. Contract Sales Price

402. Personal Property

403.

404.

405.

Adjustments for items paid by seller in advance

406. City/town taxes

407. County taxes

408. Assessments

409.

410.

411.

412.

420. Gross Amount Due To Seller

500. Reduction in Amount Due To Seller

501. Excess deposit (see instructions)

502. Settlement charges to seller (line 1400)

503. Existing loan(s) taken subject to

504. Payoff of first mortgage loan

505.

506.

507.

508.

509.

Adjustments for items unpaid by Seller

510. City/town taxes

511. County taxes

512. Assessments

513.

514.

515.

516.

517.

518.

519.

520.

520. Total Reduction Amount Due Seller

600. Cash At Settlement To or From Seller

601. Gross amount due to seller (line 420)

602. Less reduction amount due seller (line 520)

603. CASH TO SELLER

FILED: QUEENS COUNTY CLERK 11/02/2020 03:46 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 158

RECEIVED NYSCEF: 11/02/2020

L. Settlement Charges

700. Total Sales/Broker's Commission based on price \$	@	% = \$	Paid From	Paid From
Division of Commission (line 700) as follows:			Borrower's	Seller's
701. \$	to		Funds at	Funds at
702. \$	to		Settlement	Settlement
703. Commission paid at Settlement				
704. \$	to			
800. Items Payable in Connection With Loan				
801. Loan Origination Fee .75 % Park Place Home Mortgage Corp.			1,983.25	
802. Loan Discount %				
803. Application Fee to Park Place Home Mortgage Corp.			350.00	
804. Deferred Premium to Park Place Home Mortgage Corp.		per \$ 1,323.50 L		
805. Lender's Administration Fee to ABN AMRO Mortgage Group, Inc.			375.00	
806. Mortgage Ins. Application Fee to				
807. Assumption Fee to				
808. \$	to			
809. \$	to			
810. \$	to			
811. \$	to			
900. Items Required By Lender To Be Paid in Advance				
901. Interest from 04/05/04 to 04/01/04 @ \$ 38.5000 / day			-154.40	
902. Mortgage Insurance Premium for months to				
903. Hazard Insurance Premium for years to				
904. \$	to			
905. \$	to			
1000. Reserves Deposited With Lender				
1001. Hazard Insurance months @ \$ per month				
1002. Mortgage Insurance months @ \$ per month				
1003. City Property Taxes months @ \$ per month				
1004. County Property Taxes months @ \$ per month				
1005. Assessments months @ \$ per month				
1006. \$				
1007. \$				
1008. Aggregate Acct Adjustment				
1100. Title Charges				
1101. Settlement or closing fee to				
1102. Abstract or Title Search to CJP Abstract LLC.			500.00	
1103. Title Examination to				
1104. Municipal Searches to CJP Abstract LLC.			400.00	
1105. Endorsement to CJP Abstract LLC.			201.00	
1106. Bankruptcy Searches to CJP Abstract LLC.			125.00	
1107. Attorney's fees to John A. Caminiti, Esq.			950.00	
(Includes above line numbers:)				
1108. Title Insurance to CJP Abstract LLC.			1,255.00	
(Includes above line numbers:)				
1109. Lender's coverage \$ 264,700.00				
1110. Owner's coverage \$				
1111. Courier Charges to CJP Abstract LLC.			95.00	
1112. Pick up Fee to CJP Abstract LLC.			275.00	
1113. \$	to			
1200. Government Recording and Transfer Charges				
1201. Recording fees: Deed \$: Mortgage \$ 325.00 : Release \$ 220.00			545.00	
1202. City/County tax/stamps: Deed \$: Mortgage \$ 4,607.25			4,607.25	
1203. State tax/stamps: Deed \$: Mortgage \$				
1204. Mortgage Tax to CJP Abstract LLC.		per \$ 661.70 L		
1205. \$	to			
1300. Additional Settlement Charges				
1301. Wire/Courier Fee to John A. Caminiti, Esq.			175.00	
1302. R/B Taxes to CJP Abstract LLC.				
1303. Water/Sewer to CJP Abstract LLC.			465.00	
1304. \$	to			
1305. \$	to			

1400. Total Settlement Charges (enter on line 103, Section J and 502, Section H)

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief it is a true and accurate account of all receipts and disbursements made on my account or by me in this transaction. I hereby certify that I have received a copy of the HUD-1 Settlement Statement.

Buyer/Owner: *Marice Sparr*

Seller:

Superior Owner:

Seller:

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the seller/owner in this transaction.

Settlement Agent: John A. Caminiti, Esq.

03/31/04
Date

WARNING: It is a crime to knowingly make false statements to the United States on its or any other similar form. Penalties upon conviction include a fine and imprisonment. For details, see Title 18 U.S.C. Code Sections 1001 and Section 1010.

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Page 2 of 2

Form HUD-1 (3/86)

Attachment 6 to Complaint

Uniform Residential Loan Application #644029475

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

TYPE OF MORTGAGE AND TERMS OF LOAN Mortgage Applied for: <input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain): <input type="checkbox"/> FHA <input checked="" type="checkbox"/> US GUARANTEE <input type="checkbox"/> ARM (type): Housing Service		Agency Case Number	Lender Case Number
--	--	--------------------	--------------------

Amount \$	284,700	Interest Rate	6.250 %	No. of Months	360	Amortization type:	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> ARM (type):
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PROPERTY INFORMATION AND PURPOSE OF LOAN Subject Property Address (street, city, state, ZIP) 245-11 133rd Street, Rosedale, NY 11422 County: Queens No. of Units: 1		Year Built	1950
Legal Description of Subject Property (attach description if necessary) Single Family Home			

Purpose of Loan	<input checked="" type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be:	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
-----------------	--	-------------------	--

Complete this line if construction or construction-permanent loan. Year Lot Acquired: Original Cost: Amount Existing Lien: (a) Present Value of Lot: (b) Cost of Improvements: Total (a+b):			
--	--	--	--

Complete this line if this is a refinancing loan. Year Acquired: Original Cost: Amount Existing Lien: Purpose of Refinance: Describe improvements: <input type="checkbox"/> made <input type="checkbox"/> to be made			
1998	\$ 250,000	\$ 252,000	Limited Cash-Out Refinance Cost \$:

Title will be held in what Name(s) Maurice Opari Source of Down Payment, Settlement Charges and/or Other Costs Financing (explain)	Manner in which Title will be held Single man	Estate will be held in <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)
---	--	---

Borrower Borrower's Name (include Jr. or Sr. if applicable) Maurice Opari		Co-Borrower Co-Borrower's Name (include Jr. or Sr. if applicable)	
Social Security Number	Home Phone (incl. area code)	DOB (MM/DD/YYYY) Yrs. School	14

<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated <input type="checkbox"/> Dependent (not listed by Co-Borrower) no, ages	<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Separated <input type="checkbox"/> Dependent (not listed by Borrower) no, ages
--	---

Present Address (street, city, state, ZIP) 245-11 133rd Street Rosedale, NY 11422	<input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	Present Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.
---	--	---

Mailing Address, if different from Present Address	Mailing Address, if different from Present Address
--	--

If residing at present address for less than two years, complete the following: Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.		Former Address (street, city, state, ZIP) <input type="checkbox"/> Own <input type="checkbox"/> Rent No. Yrs.	
--	--	---	--

Borrower Name & Address of Employer New Star Enterprises 167-05 Hillside Avenue Jamaica, NY 11432		Co-Borrower Name & Address of Employer <input type="checkbox"/> Self Employed Yrs. on this job	
<input checked="" type="checkbox"/> Self Employed Yrs. on this job Yrs. employed in this line of work/profession: 0	<input type="checkbox"/> Self Employed Yrs. on this job Yrs. employed in this line of work/profession:		

Position/Title/Type of Business Computer Programmer Business Phone (incl. area code) 718-518-0164	Position/Title/Type of Business Business Phone (incl. area code)
--	---

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer <input type="checkbox"/> Self Employed Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed Dates (from-to)
--	--

Monthly Income \$	Monthly Income \$
-------------------	-------------------

Position/Title/Type of Business Business Phone (incl. area code)	Position/Title/Type of Business Business Phone (incl. area code)
---	---

Name & Address of Employer <input type="checkbox"/> Self Employed Dates (from-to)	Name & Address of Employer <input type="checkbox"/> Self Employed Dates (from-to)
--	--

Monthly Income \$	Monthly Income \$
-------------------	-------------------

Position/Title/Type of Business Business Phone (incl. area code)	Position/Title/Type of Business Business Phone (incl. area code)
---	---

V. MONTHLY INCOME				AND COMBINED HOUSING EXPENSE INFORMATION		
Gross Monthly Income	Borrower	Co-Borrower	Total	Combined Monthly Housing Expense	Present	Proposed
Base Empl. Income	\$ 6,200.00		\$ 6,200.00	Rent	\$ 1,840.00	\$ 1,481.89
Overtime				First Mortgage (P&I)		
Bonuses				Other Financing (P&I)		
Commissions				Hazard Insurance	100.00	100.00
Dividends/Interest				Real Estate Taxes	225.00	175.56
Net Rental Income				Mortgage Insurance		
Other (before combined use the holder is to have other income? below)				Homeowner's Assn. Dues		
				Other		
Total	\$ 6,200.00		\$ 6,200.00	Total	\$ 2,165.00	\$ 1,740.84

* Self-Employed Borrower(s) may be required to provide additional documentation such as tax returns and financial statements.

Describe Other Income: *None* Alimony, child support, or separate maintenance income need not be revealed if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/D	Monthly Amount

VI. ASSETS AND LIABILITIES

This Statement and any applicable supporting schedules may be completed jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently joined so that the Statement can be meaningfully and fairly read on a combined basis; otherwise, separate Statements and Schedules are required. If the Co-Borrower section was completed about a spouse, this Statement and supporting schedules must be completed about that spouse also.

Completed ☒ Jointly ☐ Not Jointly

ASSETS		Cash or Market Value	LIABILITIES		
Description			Name and address of Company	Monthly Payment & Months Left to Pay	Unpaid Balance
Cash deposit (owned purchase held by)			CITIBANK N A	\$ Payment/Months	
Use checking and savings accounts below					
Name and address of Bank, B&L, or Credit Union					
Acct. no.			Acct. no. 70872080	\$ 1,840.00	251,195
Name and address of Bank, B&L, or Credit Union			Name and address of Company DISCOVER FINANCIAL S	\$ Payment/Months	
Acct. no.			Acct. no. 001100242037	42	2,053
Name and address of Bank, B&L, or Credit Union			Name and address of Company PC RICHARDS	\$ Payment/Months	
Acct. no.			Acct. no. 601017052109	24	537
Name and address of Bank, B&L, or Credit Union			Name and address of Company	\$ Payment/Months	
Acct. no.			Acct. no.	\$ Payment/Months	
Stocks & Bonds (Company name/number & description)			Name and address of Company	\$ Payment/Months	
Life insurance and cash value			Name and address of Company	\$ Payment/Months	
Face amount \$					
Subtotal Liquid Assets			Acct. no.	\$ Payment/Months	
Real estate owned (enter market value from schedule of real estate owned)		425,000	Name and address of Company	\$ Payment/Months	
vested interest in retirement fund					
Net worth of business(es) owned (attach financial statement)			Acct. no.	\$ Payment/Months	
Automobiles owned (make and year)			Alimony/Child Support/Separate Maintenance Payments Owed on		
Other Assets (listize)			Job Related Expense (child care, union dues, etc.)		
			Total Monthly Payments	\$ 87	
Total Assets \$	\$ 425,000		Net Worth (see minutes)	\$ 170,918	Total Liabilities \$ 254,083

Uniform Underwriting and Transmittal Summary

I. Borrower and Property Information			
Borrower Name <u>Munirah Oprell</u>		SSN <u>10-25-1970</u>	
Co-Borrower Name _____		SSN _____	
Property Address <u>246-11 133rd Street, Rosedale, NY 11422</u>			
Property Type	Project Classification	Occupancy Status	Additional Property Information
<input type="checkbox"/> 1 unit	<input type="checkbox"/> A/I Condo <input type="checkbox"/> E PLD <input type="checkbox"/> 1 Co-op	<input checked="" type="checkbox"/> Primary Residence	Number of Units <u>1</u>
<input type="checkbox"/> 2-4 units	<input type="checkbox"/> B/I Condo <input type="checkbox"/> F PLD <input type="checkbox"/> 2 Co-op	<input type="checkbox"/> Second Home	Sales Price \$ _____
<input type="checkbox"/> Condominium	<input type="checkbox"/> C/I Condo	<input type="checkbox"/> Investment Property	Appraised Value \$ <u>380,000</u>
<input type="checkbox"/> PUD <input type="checkbox"/> Co-op	Project Name _____		Property Rights
<input type="checkbox"/> Manufactured Housing			<input type="checkbox"/> Fee Simple
<input type="checkbox"/> Single Wide <input type="checkbox"/> Multiwide			<input type="checkbox"/> Leasehold
II. Mortgage Information			
Mortgage Type	Amortization Type	Loan Purpose	Lien Position
<input type="checkbox"/> Conventional	<input checked="" type="checkbox"/> Fixed-Rate-Monthly Payments	<input type="checkbox"/> Purchase	<input checked="" type="checkbox"/> First Mortgage
<input type="checkbox"/> ARM	<input type="checkbox"/> Fixed-Rate-Weekly Payments	<input type="checkbox"/> Cash-Out Refinance	Amount of Subordinate Financing \$ _____
<input type="checkbox"/> US/ARH	<input type="checkbox"/> Balloon	<input checked="" type="checkbox"/> Limited-Cash-Out Refinance (Fannie)	<input type="checkbox"/> HELOC, include balance and credit limit
<input type="checkbox"/> ARM (type) _____	<input type="checkbox"/> ARM (type) _____	<input type="checkbox"/> No Cash-Out Refinance (Freddie)	<input type="checkbox"/> Second Mortgage
<input type="checkbox"/> Other (specify) _____		<input type="checkbox"/> Home Improvement	
		<input type="checkbox"/> Construction to Permanent	
Mortgage Originator		Buydown	II Second Mortgage
<input type="checkbox"/> Seller		<input type="checkbox"/> Yes	Owner of First Mortgage
<input type="checkbox"/> Broker		<input checked="" type="checkbox"/> No	<input type="checkbox"/> Fannie Mae <input type="checkbox"/> Freddie Mac
<input type="checkbox"/> Correspondent		Term _____	<input type="checkbox"/> Refinance/Other
Broker/Correspondent Name and Company Name: _____			Original Loan Amount of First Mortgage \$ _____
III. Underwriting Information			
Underwriter's Name _____		Appraiser's Name/License # _____	
Appraisal Company Name _____			
Borrower's Monthly Income		Present Housing Payment: \$ <u>2,166.00</u>	
Borrower	Co-Borrower	Total	Proposed Monthly Payments
Income \$ <u>6,800.00</u>	Income \$ _____	Income \$ <u>6,800.00</u>	Borrower's Primary Residence
Expense \$ _____	Expense \$ _____	Expense \$ _____	First Mortgage P&I \$ <u>1,461.68</u>
Total Income \$ <u>6,800.00</u>	Total Expense \$ _____	Total Income \$ <u>6,800.00</u>	Second Mortgage P&I \$ _____
Net Cash Flow (Income - Expense) \$ <u>6,800.00</u>	Net Cash Flow (Income - Expense) \$ _____	Net Cash Flow (Income - Expense) \$ <u>6,800.00</u>	Hazard Insurance \$ <u>100.00</u>
			Taxes \$ <u>178.88</u>
Qualifying Ratios		Loan-to-Value Ratios	
Primary Housing Expense/Income <u>33.47%</u>	LTV <u>75.82%</u>	OLTV/TLTV <u>75.82%</u>	
Total Debt/Income <u>34.70%</u>	OLTV/TLTV <u>75.82%</u>	HCLTV/HLTV _____	
Debt-to-Housing Gap Ratio (Freddie) _____			
Qualifying Ratio	Level of Property Review	Other Obligations	
<input checked="" type="checkbox"/> New Rate <u>5.25%</u>	<input type="checkbox"/> Exterior/Interior	Residual Cash Flow (subject property) \$ _____	
<input type="checkbox"/> % Above Note Rate _____	<input type="checkbox"/> Exterior Only	All Other Monthly Payments \$ <u>87.50</u>	
<input type="checkbox"/> % Below Note Rate _____	<input type="checkbox"/> No Appraisal	Total All Monthly Payments \$ <u>1,807.54</u>	
<input type="checkbox"/> Buy-Down Rate _____	Form Number: _____	Borrower Funds to Close	
<input type="checkbox"/> Other _____		Required \$ _____	
High Assessment	Escrow (T&I)	Verified Assets \$ _____	
<input type="checkbox"/> Mutual Underwriting	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Source of Funds	
<input type="checkbox"/> Other _____		No. of Months Reserves _____	
AUS Recommendation _____		Interested Party Contributions _____	
AUS Case (DLP AUS Key) _____		Community Lending/Affordable Housing Initiative <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Representative Credit/Indicator Score _____		Home Buyers/Homeownership Education Certificate in file <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Underwriter Comments _____			
IV. Seller, Contract, and Contact Information			
Seller Name _____		Contact Name _____	
Seller Address _____		Contact Title _____	
Seller No. _____		Contact Phone Number _____ ext. _____	
Seller Loan No. _____		Contact Signature _____	
Master Commitment No. _____		Date _____	
Contract No. _____			

Freddie Mac Form 1077 01/04
Calyx Form Transum_2004.fm 01/04

Page 1 of 1

Fannie Mae Form 1008 01/04

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (on the appropriate box checked) when the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN		Agency Case Number	Lender Case Number
<input type="checkbox"/> VA <input type="checkbox"/> FHA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain):	<input type="checkbox"/> Other (explain): <input type="checkbox"/> Fixed Rate <input checked="" type="checkbox"/> ARM (type):		

Amount	Interest Rate	No. of Months	Amortization Type	Other (explain):
\$254,700	5.250 %	360/360		

II. PROPERTY INFORMATION AND PURPOSE OF LOAN		No. of Units
Subject Property Address (street, city, state, ZIP) 245-11 133rd Street, Rosedale, NY 11422 County: Queens		1
Legal Description of Subject Property (attach description if necessary) Single Family Home		Year Built 1993

Purpose of Loan	Property will be:
<input type="checkbox"/> Purchase <input checked="" type="checkbox"/> Refinance <input type="checkbox"/> Construction <input type="checkbox"/> Construction-Permanent	<input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment

Year Acquired	Original Cost	Amount Existing Loan	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

Year Acquired	Original Cost	Amount Existing Loan	Purpose of Refinance	Describe Improvements	Cost: \$
1990	\$250,000	\$252,000	Limited Cash-Out Rate/Term	made	to be made

Who will be held in what Name(s)	Manner in which Title will be held	Estates will be held in:
Maurice Oparaji	Single man	<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show expiration date)

Borrower		Co-Borrower	
Borrower's Name (include Jr. or Sr. if applicable)		Co-Borrower's Name (include Jr. or Sr. if applicable)	
Maurice Oparaji			

SSN	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School	SSN	Home Phone (incl. area code)	DOB (MM/DD/YYYY)	Yrs. School
245-11-133	245-11-133	1/1/1974	14				

Married	Unmarried (include divorce, widowed)	Dependent (not by Co-Borrower)	Married	Unmarried (include divorce, widowed)	Dependent (not by Co-Borrower)

Present Address (street, city, state, ZIP)	Own	Rent	No. Yrs.	Present Address (street, city, state, ZIP)	Own	Rent	No. Yrs.
245-11 133rd Street Rosedale, NY 11422							

Mailing Address, if different from Present Address	Mailing Address, if different from Present Address

Former Address (street, city, state, ZIP)	Former Address (street, city, state, ZIP)

Former Address (street, city, state, ZIP)	Former Address (street, city, state, ZIP)

Former Address (street, city, state, ZIP)	Former Address (street, city, state, ZIP)

Borrower		Co-Borrower	
Name & Address of Employer		Name & Address of Employer	
New Star Enterprises 107-06 Hillside Avenue Jamaica, NY 11432			

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)
Computer Programmer	718-818-016		

If employed in current position for less than two years or if currently employed in more than one position, complete the following:	
Name & Address of Employer	Name & Address of Employer

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

Name & Address of Employer	Name & Address of Employer

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

Name & Address of Employer	Name & Address of Employer

Position/Title/Type of Business	Business Phone (incl. area code)	Position/Title/Type of Business	Business Phone (incl. area code)

Describe Other Income Notice: All money, child support, or separate maintenance income must not be reported if the Borrower (B) or Co-Borrower (C) does not choose to have it considered for repaying this loan.

B/C	Monthly Amount

7) If a Statement and any applicable supporting schedules may be prepared jointly by both married and unmarried Co-borrowers if their assets and liabilities are sufficiently commingled so that the Statement can be made jointly and fairly present the combined financial picture. If the Statement and applicable schedules are prepared about a spouse, the Statement and applicable schedules must be completed about that spouse also.

ASSETS		Cash or Market Value	Liabilities and Pledged Assets. List the creditor's name, address and account number for all outstanding debts, including automobile loans, revolving charge accounts, real estate loans, attorney, and support.
Debt Union			
<p>Special toward purchase hold by</p> <p>debt holder, etc. Use continuation sheet if necessary. Indicate by (*) those debts which will be satisfied by liquidation of assets or income reduction of the support assets.</p>			

ASSETS		LIABILITIES		Unpaid Balance	
Use checking and savings accounts below		Name and address of Company		Monthly Payment & Months Left to Pay	
Name and address of Bank, S&L, or Credit Union		CITIBANK N A		\$ Payment/Months	\$
Acct. no. \$		Acct. no. 78672060		\$ 1,840 /240	\$ 251.195
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/Months	\$
DISCOVER FINANCIAL S					
Acct. no. 601100243037				42	2.063
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/Months	\$
PC RICHARDS					
Acct. no. 605017032100				24	837
Name and address of Bank, S&L, or Credit Union		Name and address of Company		\$ Payment/Months	\$
Acct. no.		Name and address of Company		\$ Payment/Months	\$
Bonds & Bonds (Company name/number & description)					
Acct. no.		Name and address of Company		\$ Payment/Months	\$
Life Insurance not cash value					
Face amount \$					
Subtotal Liquid Assets		Acct. no.			
Real estate owned (enter market value from schedule of real estate owned)		Name and address of Company		\$ Payment/Months	\$
425,000					
Vested interest in retirement fund					
Net worth of business(es) owned (attach financial statement)					
Autos/trucks owned (make and year)		Acct. no.			
		Alimony/Child Support/Separate Maintenance Payments Owed for			
Other Assets (itemize)		Job Related Expense (child care, union dues, etc.)		\$	
		Total Monthly Payments		\$ 67	
Total Assets \$		Net Worth \$		176,015	Total Liabilities \$ 254,088

Alternate Name	Creditor Name	Account Number
----------------	---------------	----------------

WILLIAM BRADY

		DECLARATIONS			
		Borrower		Co-Borrower	
	\$	Yes	No	Yes	No
a. Purchase price					
b. Alterations, improvements, repairs					
c. LVP (if acquired separately)					
d. Liabilities (incl. debts to be paid off)	261,180.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Estimated prepaid items					
f. Anticipated closing costs	11,515.25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
g. PMI, MIP, Funding Fee					
h. Amount (if Borrower will pay)					
i. Total costs (add items c through h)	282,711.25	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
j. Subordinate financing					
k. Borrower's closing costs paid by Seller					
l. Other Credit (explain)					
m. Loan amount (includes PMI, MIP, Funding Fee financed)	264,700.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
n. PMI, MIP, Funding Fee financed		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
o. Loan amount (add m & n)	264,700.00	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
p. Cash from Co-Borrower (Subtract k, l & o from i)	(1,988.71)				
q. Have you had an ownership interest in a property in the last three years?		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
r. (1) What type of property did you own: principal residence (PR), second home (SH), or investment property (IP)?		<u>PR</u>			
s. (2) How did you hold title to the home: solely by yourself (S), jointly with your spouse (SP), or jointly with another person (JP)?		<u>S</u>			

IX. ACKNOWLEDGMENT AND AGREEMENT

[illegible]

Inspector's Signature	Date	Co-Defendant's Signature	Date
X		X	

X. INFORMATION FOR GOVERNMENT MONITORING PURPOSES

[illegible]

Borrower		Co-Borrower	
<input checked="" type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White		<input type="checkbox"/> I do not wish to furnish this information Ethnicity: <input type="checkbox"/> Hispanic or Latino <input type="checkbox"/> Not Hispanic or Latino Race: <input type="checkbox"/> American Indian or Alaska Native <input type="checkbox"/> Asian <input type="checkbox"/> Black or African American <input type="checkbox"/> Native Hawaiian or Other Pacific Islander <input type="checkbox"/> White	
Sex: <input type="checkbox"/> Female <input checked="" type="checkbox"/> Male		Sex: <input type="checkbox"/> Female <input type="checkbox"/> Male	
To be completed by interviewee This application was taken by: Face-to-face interview <input type="checkbox"/> Mail <input type="checkbox"/> Telephone <input type="checkbox"/> Internet <input type="checkbox"/>		Name and Address of Interviewer's Employer PARK PLACE HOME MORTGAGE 228 E. 64th Street, Suite 404 New York, NY 10022 (P) 212-201-6077 (F) 212-207-9552	
Interviewer's Name (print or type) Jeremy Shapiro		Date	
Interviewer's Signature		Date	
Interviewer's Phone Number (incl. area code) 888-882-0002		Date	

Uniform Underwriting and Transmittal Summary

I. Borrower and Property Information	
Borrower Name <u>Maurice Conway</u>	SSN <u>188-11-1111</u>
Co-Borrower Name <u>245-11 133rd Street, Rosedale, NY 11423</u>	SSN <u> </u>
Property Address <u>245-11 133rd Street, Rosedale, NY 11423</u>	
Property Type <input type="checkbox"/> 1 unit <input type="checkbox"/> 2-4 units <input type="checkbox"/> Condominium <input type="checkbox"/> PUD <input type="checkbox"/> Co-op <input type="checkbox"/> Manufactured Housing <input type="checkbox"/> Single Wide <input type="checkbox"/> Multiwide	Project Classification <input type="checkbox"/> A/U Condo <input type="checkbox"/> E PUD <input type="checkbox"/> B/U Condo <input type="checkbox"/> F PUD <input type="checkbox"/> C/U Condo Project Name <u> </u> Occupancy Status <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Second Home <input type="checkbox"/> Investment Property Additional Property Information Number of Units <u>1</u> Sales Price <u> </u> Appraised Value <u>\$ 250,000</u> Property Rights <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold

II. Mortgage Information	
Loan Type <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> FHA <input type="checkbox"/> VA <input type="checkbox"/> USDA/RHS Amortization Type <input checked="" type="checkbox"/> Fixed-Rate—Monthly Payments <input type="checkbox"/> Fixed-Rate—Biweekly Payments <input type="checkbox"/> Balloon <input type="checkbox"/> ARM (type) <u> </u> <input type="checkbox"/> Other (specify) <u> </u>	Loan Purpose <input type="checkbox"/> Purchase <input type="checkbox"/> Cash-Out Refinance <input checked="" type="checkbox"/> Limited Cash-Out Refinance (Fannie) <input type="checkbox"/> No Cash-Out Refinance (Freddie) <input type="checkbox"/> Home Improvement <input type="checkbox"/> Construction to Permanent Lien Position <input checked="" type="checkbox"/> First Mortgage <input type="checkbox"/> Amount of Subordinate Financing \$ <u> </u> (if HELOC, include balance and credit limit) <input type="checkbox"/> Second Mortgage Note Information Original Loan Amount \$ <u>288,000</u> Initial P&I Payment \$ <u>1,488.88</u> Initial Note Rate <u>6.250 %</u> Loan Term (in months) <u>360</u>
Mortgage Originator <input type="checkbox"/> Seller <input type="checkbox"/> Broker <input type="checkbox"/> Correspondent Broker/Correspondent Name and Company Name <u> </u> Buydown <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Terms <u> </u> If Second Mortgage Owner of First Mortgage <input type="checkbox"/> Fannie Mae <input type="checkbox"/> Freddie Mac <input type="checkbox"/> Seller/Other Original Loan Amount of First Mortgage \$ <u> </u>	

III. Underwriting Information																					
Underwriter's Name <u> </u>	Appraiser's Name/License # <u> </u>																				
Appraisal Company Name <u> </u>																					
Stable Monthly Income <table border="1"> <thead> <tr> <th></th> <th>Borrower</th> <th>Co-Borrower</th> <th>Total</th> </tr> </thead> <tbody> <tr> <td>Base Income</td> <td>\$ <u>2,200.00</u></td> <td>\$ <u> </u></td> <td>\$ <u>2,200.00</u></td> </tr> <tr> <td>Other Income</td> <td>\$ <u> </u></td> <td>\$ <u> </u></td> <td>\$ <u> </u></td> </tr> <tr> <td>Positive Cash Flow (subject property)</td> <td>\$ <u> </u></td> <td>\$ <u> </u></td> <td>\$ <u> </u></td> </tr> <tr> <td>Total Income</td> <td>\$ <u>2,200.00</u></td> <td>\$ <u> </u></td> <td>\$ <u>2,200.00</u></td> </tr> </tbody> </table>			Borrower	Co-Borrower	Total	Base Income	\$ <u>2,200.00</u>	\$ <u> </u>	\$ <u>2,200.00</u>	Other Income	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	Positive Cash Flow (subject property)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>	Total Income	\$ <u>2,200.00</u>	\$ <u> </u>	\$ <u>2,200.00</u>
	Borrower	Co-Borrower	Total																		
Base Income	\$ <u>2,200.00</u>	\$ <u> </u>	\$ <u>2,200.00</u>																		
Other Income	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>																		
Positive Cash Flow (subject property)	\$ <u> </u>	\$ <u> </u>	\$ <u> </u>																		
Total Income	\$ <u>2,200.00</u>	\$ <u> </u>	\$ <u>2,200.00</u>																		
Present Housing Payment \$ <u>2,119.00</u> Proposed Monthly Payments Borrower's Primary Residence First Mortgage P&I \$ <u>1,488.88</u> Second Mortgage P&I \$ <u> </u> Hazard Insurance \$ <u>189.00</u> Taxes \$ <u>225.00</u> Mortgage Insurance \$ <u> </u> HOA Fees \$ <u> </u> Lease/Ground Rent \$ <u> </u> Other \$ <u> </u> Total Primary Housing Expense \$ <u>1,799.88</u> Other Obligations Negative Cash Flow (subject property) \$ <u> </u> All Other Monthly Payments \$ <u>87.00</u> Total All Monthly Payments \$ <u>1,886.88</u> Borrower Funds to Close Required \$ <u> </u> Verified Assets \$ <u> </u> Source of Funds No. of Months Reserve <u> </u> Interest Party Contributions <u> </u>																					
Qualifying Ratios Primary Housing Expense/Income <u>34.97 %</u> Total Obligations/Income <u>35.78 %</u> Debt-to-Housing Exp Ratio (Freddie) <u> </u> Qualifying Rate <input checked="" type="checkbox"/> Note Rate <u>6.250 %</u> <input type="checkbox"/> % Above Note Rate <u> </u> <input type="checkbox"/> % Below Note Rate <u> </u> <input type="checkbox"/> Bought-Down Rate <u> </u> <input type="checkbox"/> Other <u> </u> Risk Assessment <input type="checkbox"/> Manual Underwriting <input checked="" type="checkbox"/> AUS <input type="checkbox"/> DU <input type="checkbox"/> LP <input type="checkbox"/> Other <u> </u> AUS Recommendation <u> </u> DU Case (D/LP AUS Key) <u> </u> LP Doc Class (Freddie) <u> </u> Representative Credit Indicator Score <u> </u> Underwriter Comments <u> </u>																					
Loan-to-Value Ratios LTV <u>78.00 %</u> H LTV/H LTV <u>78.00 %</u> H LTV/H LTV <u> </u> Level of Property Review <input type="checkbox"/> Exterior Only <input type="checkbox"/> No Appraisal Form Number <u> </u> Escrow (T&I) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Community Lending/Affordable Housing Initiative <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Home Buyer/Homeownership Education Certificate in file <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No																					

IV. Seller, Contract, and Contact Information	
Seller Name <u> </u>	Contact Name <u> </u>
Seller Address <u> </u>	Contact Title <u> </u>
Seller No. <u> </u>	Contact Phone Number <u> </u>
Seller Loan No. <u> </u>	Contact Signature <u> </u>
Master Commitment No. <u> </u>	Date <u> </u>
Contract No. <u> </u>	

Freddie Mac Form 1077 01/04
 Celyx Form Transm 2004.frm 01/04

Page 1 of 1

Freddie Mac Form 1008 01/04

Uniform Residential Loan Application

This application is designed to be completed by the applicant(s) with the Lender's assistance. Applicants should complete this form as "Borrower" or "Co-Borrower", as applicable. Co-Borrower information must also be provided (and the appropriate box checked) when ☐ the income or assets of a person other than the "Borrower" (including the Borrower's spouse) will be used as a basis for loan qualification or ☐ the income or assets of the Borrower's spouse will not be used as a basis for loan qualification, but his or her liabilities must be considered because the Borrower resides in a community property state, the security property is located in a community property state, or the Borrower is relying on other property located in a community property state as a basis for repayment of the loan.

I. TYPE OF MORTGAGE AND TERMS OF LOAN			
Mortgage Applied for:	<input type="checkbox"/> VA <input checked="" type="checkbox"/> Conventional <input type="checkbox"/> Other (explain): <input type="checkbox"/> FHA <input type="checkbox"/> USDA/Rural <input type="checkbox"/> Housing Service	Agency Case Number	Lender Case Number
Amount \$	Interest Rate %	No. of Months	Amortization Type
250,000	5.200	300/300	<input checked="" type="checkbox"/> Fixed Rate <input type="checkbox"/> Other (explain): <input type="checkbox"/> ARM (type)

II. PROPERTY INFORMATION AND PURPOSE OF LOAN	
Subject Property Address (street, city, state, ZIP) 245-11 133rd Street, Rosedale, NY 11422 County: Queens	No. of Units 1
Legal Description of Subject Property (attach description if necessary) Single Family Home	
Year Built 1956	

Purpose of Loan: <input type="checkbox"/> Purchase <input type="checkbox"/> Construction <input type="checkbox"/> Other (explain):	Property will be: <input checked="" type="checkbox"/> Primary Residence <input type="checkbox"/> Secondary Residence <input type="checkbox"/> Investment
Complete this line if construction or construction-permanent loan.	

Year Lot Acquired	Original Cost	Amount Excluding Lien	(a) Present Value of Lot	(b) Cost of Improvements	Total (a+b)
	\$	\$	\$	\$	\$

Complete this line if this is a refinance loan.					
Year Acquired	Original Cost	Amount Existing Lien	Purpose of Refinance	Outstanding Improvements	made <input type="checkbox"/> to be made <input type="checkbox"/>
1999	\$ 250,000	\$ 252,000	Limited Cash-Out Rate/Term	Cost: \$	

Title will be held in what name(s) Maurice Oparaj	Manner in which Title will be held Single man	Estate will be held in: <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold (show lease term)
---	--	---

Source of Down Payment, Borrower Charges and/or Financing (explain)

III. BORROWER INFORMATION

Borrower	Co-Borrower
Borrower's Name (include Jr. or Sr. if applicable) Maurice Oparaj	Co-Borrower's Name (include Jr. or Sr. if applicable)

Social Security Number (incl. area code) DOB (MM/DD/YYYY) 14	Social Security Number (incl. area code) DOB (MM/DD/YYYY) 14
--	--

<input checked="" type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Dependent <input type="checkbox"/> Independent (not listed by Co-Borrower)	<input type="checkbox"/> Married <input type="checkbox"/> Unmarried (include single, divorced, widowed) <input type="checkbox"/> Dependent <input type="checkbox"/> Independent (not listed by Borrower)
---	---

Present Address (street, city, state, ZIP) 245-11 133rd Street Rosedale, NY 11422	Present Address (street, city, state, ZIP) Own <input checked="" type="checkbox"/> Rent <input type="checkbox"/> No, Yrs.
---	--

Mailing Address, if different from Present Address	Mailing Address, if different from Present Address
--	--

If residing at present address for less than two years, complete the following:

Former Address (street, city, state, ZIP) Own <input type="checkbox"/> Rent <input type="checkbox"/> No, Yrs.	Former Address (street, city, state, ZIP) Own <input type="checkbox"/> Rent <input type="checkbox"/> No, Yrs.
--	--

IV. EMPLOYMENT INFORMATION

Borrower	Co-Borrower
Name & Address of Employer New Star Enterprises 107-65 Hillside Avenue Jamaica, NY 11432	Name & Address of Employer

<input checked="" type="checkbox"/> Self Employed <input type="checkbox"/> Not Employed Yes, on this job 5 yr(s) 2 mo(m)th(s) Yes, employed in this line of work/profession (1)	<input type="checkbox"/> Self Employed <input type="checkbox"/> Not Employed Yes, on this job Yes, employed in this line of work/profession
---	---

Position/Title/Type of Business Computer Programmer	Position/Title/Type of Business
--	---------------------------------

Business Phone (incl. area code) 718-518-0184	Business Phone (incl. area code)
--	----------------------------------

If employed in current position for less than two years or if currently employed in more than one position, complete the following:

Name & Address of Employer Self Employed <input type="checkbox"/> Not Employed <input type="checkbox"/> Dates (from-to)	Name & Address of Employer Self Employed <input type="checkbox"/> Not Employed <input type="checkbox"/> Dates (from-to)
--	--

Monthly Income \$	Monthly Income \$
-------------------	-------------------

Position/Title/Type of Business	Position/Title/Type of Business
---------------------------------	---------------------------------

Business Phone (incl. area code)	Business Phone (incl. area code)
----------------------------------	----------------------------------

Name & Address of Employer Self Employed <input type="checkbox"/> Not Employed <input type="checkbox"/> Dates (from-to)	Name & Address of Employer Self Employed <input type="checkbox"/> Not Employed <input type="checkbox"/> Dates (from-to)
--	--

Monthly Income \$	Monthly Income \$
-------------------	-------------------

Position/Title/Type of Business	Position/Title/Type of Business
---------------------------------	---------------------------------

Business Phone (incl. area code)	Business Phone (incl. area code)
----------------------------------	----------------------------------

GOOD FAITH ESTIMATE

Applicant: Maurice Opata
 Property Address: 245-11 133rd Street, Rosedale, NY 11422
 Prepared By: PARK PLACE HOME MORTGAGE PH 212-807-8077
 228 E. 64th Street Suite 404, New York, NY 10022

Application No: OPARA1
 Date Prepared: 02/26/2004
 Loan Program: 30 Year Fixed

The information shown below reflects estimates of the charges which you are likely to incur at the consummation of your loan. The fees listed are estimates of actual charges may be more or less. Your transaction may not involve a fee for every item listed. The numbers listed beside the estimates generally correspond to the numbered fees contained in the HUD-1 settlement statement which you will be receiving at settlement. The HUD-1 settlement statement will show you the actual costs for items paid at settlement.

Total Loan Amount: \$ 250,000 Interest Rate: 5.250 % Term: 360 / 360 mos.

FEES PAYABLE IN CONNECTION WITH LOAN:			
1001	Loan Origination Fee	0.750%	\$ 1,875.00
1002	Loan Closing		
1003	Appraisal Fee		
1004	Grading Fee		
1005	Lender's Inspection Fee		
1006	Mortgage Broker Fee		
1007	Tax Related Service Fee		
1008	Processing Fee		
1009	Underwriting Fee		600.00
1010	Wire Transfer Fee		
1011	Park Place Application Fee		750.00
TITLE CHARGES:			
1101	Closing or Record Fee		\$ 350.00
1102	Document Preparation Fee		250.00
1103	Notary Fee		
1104	Attorney Fees		850.00
1105	Tax Insurance		1,500.00
1106	Estimated Title Charges		500.00
1107	Courier Fee		80.00
GOVERNMENT RECORDING & TRANSFER CHARGES:			
1201	Recording Fees		\$ 300.00
1202	City/County Tax/Stamp		
1203	State Tax/Stamp: Queens Mortgage Stamp		4,056.00
ADDITIONAL SETTLEMENT CHARGES:			
1301	Paid Inspection		\$
Estimated Closing Costs			11,636.00
ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE:			
1401	Interest for days @ \$	30.7877	per day
1402	Mortgage Insurance Premium		
1403	Hazard Insurance Premium		
1404	VA Funding Fee		
RESERVES DEPOSITED WITH LENDER:			
1501	Mortgage Insurance Premium	months @ \$	100.00 per month
1502	Mortgage Ins. Premium Reserve	months @ \$	per month
1503	School Tax	months @ \$	per month
1504	Taxes and Assessment Reserve	months @ \$	250.00 per month
1505	Flood Insurance Reserve	months @ \$	per month
1506		months @ \$	per month
1507		months @ \$	per month
Estimated Prepaid Interest/Reserves			11,636.00
TOTAL ESTIMATED SETTLEMENT CHARGES			
COMPENSATION TO BROKER - One Paid Out of Loan Proceeds:			\$
TOTAL ESTIMATED FUNDS NEEDED TO CLOSE:			
Purchase Price/Prize (C)	250,000.00	New York (Mortgage)	
Loan Amount (A)	250,000.00	Sub P1 Amount	
Est. Closing Costs (C)	11,636.00	New York (Mortgage)	
Est. Prepaid Interest/Reserves (D)	0.00	New York (Mortgage)	
Amount Paid by Seller (E)			
Estimated Final Mortgage	250,000.00		
TOTAL ESTIMATED MONTHLY PAYMENT:			
Principal & Interest			1,459.00
City/County Tax (C)			
Hazard Insurance			110.00
State/County Tax			225.00
Mortgage Insurance			
Homeowner Assoc. Dues			
Other			
Total Monthly Payment			1,799.00

☐ This Good Faith Estimate is being provided by a mortgage broker, and no kind of has been obtained. These estimates are provided pursuant to the Real Estate Settlement Procedures Act of 1974, as amended (RESPA). Additional information can be found in the HUD Special Information Booklet, which is to be provided to you by your mortgage broker or lender, if your application is to purchase, refinance, or refinance property, and the lender will take a first lien on the property. The undersigned acknowledges receipt of this booklet "Settlement Costs," and if applicable the Consumer Handbook on ARM Mortgages.

Applicant: Maurice Opata

Date:

Applicant:

Date:

Attachment 7 to Complaint

FILED: QUEENS COUNTY CLERK 04/27/2021 03:09 PM

NYSCEF DOC. NO. 245

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/27/2021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
CITIMORTGAGE, INC. SUCCESSOR BY MERGER
TO ABN AMRO MORTGAGE GROUP, INC.,

Index No. 704318/2019

Plaintiff,

**AFFIRMATION OPPOSING
MOTION TO ENJOIN**

-against-

Motion Seq. No. 10

MAURICE H. OPARAJI., *et al.*,

Defendants.

-----X

Jordan M. Smith, pursuant to CPLR 2106 and under the penalties of perjury, affirms as follows:

1. I am an attorney at law, and partner in Akerman LLP, the co-counsel of record for the plaintiff, CitiMortgage, Inc., successor by merger to ABN Amro Mortgage Group, Inc., in this foreclosure action and am admitted to practice law in the State of New York. I have reviewed relevant parts of the loan and litigation files and am fully familiar with the facts of this case. I submit this affirmation in opposition to so much of defendant Maurice Oparaji's motion for injunctive relief, motion sequence number 8, as seeks personal relief against me.

2. Mr. Oparaji has no substantive grounds for an injunctive relief in this case. The factual and legal reasons why his motion is frivolous are set forth in the Affirmation in Opposition of Robert Frommer, submitted simultaneously with this affirmation on behalf of our mutual client, CitiMortgage, Inc., as well as for his law firm and himself. I respectfully incorporate the points in that affirmation by reference here.

3. I submit this separate affirmation only to make clear that I oppose the personal injunctive relief Mr. Oparaji has sought against me. As noted in several prior filings in this case, Mr. Oparaji's serial motion practice is part of long-term project of harassment by litigation that

FILED: QUEENS COUNTY CLERK 04/27/2021 03:09 PM

NYSCEF DOC. NO. 245

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/27/2021

he has carried out against CitiMortgage and its counsel over the last decade. *See* NYSCEF Doc. Nos. 40, 59, 81, 194 (each setting out the history of litigation concerning Mr. Oparaji's loan defaults going back to 2007).

WHEREFORE, affirmant Jordan M. Smith requests that defendant Maurice Oparaji's motion to enjoin him from filing in this case be denied in its entirety together with such other, further, and different relief as the Court deems just and proper.

Dated: New York, New York
April 27, 2021

AKERMAN LLP

By: 

Jordan M. Smith
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Tel: 212-880-3800
jordan.smith@akerman.com
Co-counsel for Plaintiff CitiMortgage, Inc.

CERTIFICATION OF COMPLIANCE

This affirmation complies with the word count limitation of Section 202.8-b of the Uniform Rules for N.Y. State Trial Courts because it contains 440 words, exclusive of the caption, table of contents, table of authorities, and signature block.

Dated: April 27, 2021
New York, New York


Jordan M. Smith, Esq.

Attachment 8 to Complaint

FILED: QUEENS COUNTY CLERK 04/27/2021 03:09 PM

NYSCEF DOC. NO. 244

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/27/2021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC.,

Plaintiff,

Index No.
704318/2019

**AFFIRMATION
IN OPPOSITION**

-against-

Assigned to: Hon.
Janice A. Taylor

Motion No. 10

Return Date: 5/18/21

MAURICE H. OPARAJI A/K/A MAURICE
OPARAJI A/K/A MAURICE UD OPARAJI,
ADA PATIENCE OPARAJI A/K/A ADA P.
OPARAJI A/K/A ADA OPARAJI, THE
UNITED STATE OF AMERICA INTERNAL
REVENUE SERVICE DEPARTMENT OF
THE TREASURY, HARRIET BEIZER AND
"John Doe" and/or "Jane Doe" #1-10
inclusive, the last ten names being fictitious
and unknown to plaintiff, the persons or
parties intended being the tenants,
occupants, persons, corporations or heirs
at law, if any, having or claiming an interest
in or lien upon the premises described in the
complaint,

Defendants.

FILED: QUEENS COUNTY CLERK 04/27/2021 03:09 PM

NYSCEF DOC. NO. 244

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/27/2021

Robert W. Frommer, Esq., an attorney admitted to practice law in and before the courts of the State of New York, affirms that the following statements are true and accurate and subject to the penalties of perjury:

1. I am a principal of the law firm of Borchert & LaSpina, P.C., of counsel to Akerman LLP, the counsel of record for plaintiff in this action. As such, I am fully familiar with the facts and circumstances recited herein.

2. I submit this affirmation in opposition to the motion of defendant Maurice Oparaji ("defendant") to declare the filings made by this firm and by Akerman LLP null and void, to enjoin Jordan M. Smith, Esq. and me from future filings in this action, and for sanctions against Jordan M. Smith and me and for other relief.

3. The motion is completely lacking in merit.

4. The motion is founded on the false premises that this firm cannot appear of counsel to plaintiff's counsel of record and that Akerman LLP cannot be substituted in as counsel in this action.

FILED: QUEENS COUNTY CLERK 04/27/2021 03:09 PM

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/27/2021

NYSCEF DOC. NO. 244

5. Defendant takes the position that this firm and Akerman LLP are not authorized to represent the plaintiff due to an alleged prohibition on multiple firms representing the same party.

6. Plaintiff was initially represented in this action by David A. Gallo & Associates LLP. When this action was (temporarily and improperly) removed to federal court, Akerman LLP appeared for plaintiff in the federal court and this firm appeared as co-counsel for plaintiff in the federal court. Those appearances in federal court were without objection. The substitution provisions of CPLR 321 do not apply in federal court, which has no equivalent statute or rule governing the voluntary substitution of counsel. When the federal court remanded the action to this court in August 2019 (NYSCEF Doc. #29), Akerman LLP and this firm continued to actively represent plaintiff and litigate with defendant. In August 2020, defendant alleged for the first time that only the Gallo firm may represent plaintiff (NYSCEF Doc. # 131) without a formal substitution.

7. A consent to change attorney form substituting in Akerman LLP and this firm was filed (NYSCEF Doc. # 146). Defendant then objected (NYSCEF Doc. # 149) that multiple firms cannot be counsel of record for plaintiff notwithstanding that defendant had been litigating with our firms for

FILED: QUEENS COUNTY CLERK 04/27/2021 03:09 PM

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/27/2021

NYSCEF DOC. NO. 244

quite some time. A new consent to change attorney form was filed substituting Akerman LLP as the sole counsel of record for plaintiff (NYSCEF Doc. #150) and this firm then appeared of counsel to Akerman LLP in this action (NYSCEF Doc. # 152). Defendant still objected (NYSCEF Doc. #151) although he has no basis for that objection. CPLR 321(b) does not require that an opposing party approve of the change of counsel.

8. It appears that defendant now takes the position that all work done by Akerman LLP and this firm is a nullity. That is not accurate and the Second Department has specifically rejected such gamesmanship on such issues. U.S. Bank, N.A. v. Ambroise, 189 A.D.3d 1299, 1300 (2d Dep't 2020); Diamadopolis v. Balfour, 152 A.D.2d 532 (2d Dep't 1989). The situation here is similar to that in Sperry Associates Federal Credit Union v. John, 160 A.D.3d 1007 (2d Dep't 2018), where a defendant filed a motion through a new counsel before that counsel had formally filed a CPLR 321 consent to change of attorney form. The Second Department reiterated that a "technical failure to comply" with CPLR 321(b) "does not render the acts of the new attorney a nullity." Id. at 1009. As a result, "belated compliance" with the law was no basis to deny defendant's motion. Id. at 1009.

FILED: QUEENS COUNTY CLERK 04/27/2021 03:09 PM

NYSCEF DOC. NO. 244

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/27/2021

9. Defendant also appears to take the position that plaintiff may never change counsel notwithstanding plaintiff's right to counsel of its choosing. Defendant has tried similar meritless challenges to an adverse parties' rights to be represented by counsel of their own choosing before. See, e.g., Oparaji v. United Home Mortgage, 2010 NY Slip Op 51660(U), 29 Misc.3d 126(A) (App. Term, 1st Dept. 2010).

10. It should be noted that Maurice Oparaji is a prolific, serial litigator and that the court will be inundated with a deluge of burdensome and meritless filings if it does not take a firm hand with him now. See NYSCEF Doc. No. 179 filed in this action (two lists of slip decisions involving Oparaji) incorporated herein by reference.

11. It must also be noted that defendant Maurice Oparaji has registered for electronic filing in this case via the NYSCEF system. Therefore, he is able to serve papers on both law firms at no extra inconvenience or expense.

12. Based on the foregoing, defendant's instant motion should be denied in its entirety.

FILED: QUEENS COUNTY CLERK 04/27/2021 03:09 PM

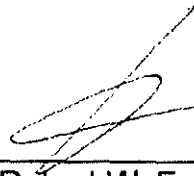
NYSCEF DOC. NO. 244

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/27/2021

WHEREFORE, plaintiff requests that the defendant's instant motion be denied in its entirety together with such, other further and different relief to plaintiff as this court deems just and proper.

Dated: Whitestone, New York
April 26, 2021



Robert W. Frommer, Esq.

FILED: QUEENS COUNTY CLERK 04/27/2021 03:09 PM

NYSCEF DOC. NO. 244

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/27/2021

CERTIFICATE OF COMPLIANCE

The foregoing affirmation was prepared on a computer. A proportionally spaced typeface was used, as follows:

Name of typeface: Arial

Point Size: 14

Line Spacing: Double

Pursuant to rule 22 NYCRR 202.8-b, the total number of words in the annexed affirmation, excluding the caption, any table of contents, any table of authorities and signature block is 695 words.

Dated: Whitestone, New York
April 26, 2021

Borchert & LaSpina, P.C.

By: 

Robert W. Frommer, Esq.
19-02 Whitestone Expressway,
Suite 302
Whitestone, NY 11357
Tel. (718) 767-3333

Attachment 9 to Complaint

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 193

RECEIVED NYSCEF: 03/12/2021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
CITIMORTGAGE, INC. SUCCESSOR BY MERGER
TO ABN AMRO MORTGAGE GROUP, INC.,

Index No. 704318/2019

Plaintiff,

**NOTICE OF MOTION FOR
PROTECTIVE ORDER**

-against-

Assigned to Hon. Janice Taylor

MAURICE H. OPARAJI A/K/A MAURICE OPARAJI
A/K/A MAURICE UD OPARAJI, ADA PATIENCE
OPARAJI A/K/A ADA PATIENCE OPARAJI A/K/A
ADA OPARAJI, THE UNITED STATES OF
AMERICA INTERNAL REVENUE SERVICE
DEPARTMENT OF THE TREASURY, HARRIET
BEIZER AND "John Doe" and/or "Jane Doe" #1-10
inclusive, the last ten names being fictitious and
unknown to the plaintiff, the persons or parties intended
being the tenants, occupants, persons, corporations or
heirs at law, if any having or claiming an interest in or
lien upon premises described in the complaint,

IAS Part 15

Defendants.
-----X

MOTION BY:

Plaintiff CitiMortgage, Inc.

DATE, TIME & PLACE:

Tuesday, April 6, 2021, at 9:30 a.m.
Supreme Court of the State of New York
County of Queens, Courtroom 41
88-11 Sutphin Boulevard
Jamaica, New York 11435
IAS Part 15

RELIEF REQUESTED:

Pursuant to CPLR 3103, a protective order
preventing defendants Maurice Oparaji and Ada
Oparaji from taking excessive numbers of
depositions and from claiming the right to take
depositions of person not in control of plaintiff and
not relevant to the action; providing alternative
means of providing information sought by
defendants in discovery; other and further relief as
may be just and proper

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 193

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

SUPPORTING PAPERS:

Affirmation in Support dated March 12, 2021, with annexed exhibits A through T, including recitation of compliance with 22 NYCRR 202.7

ANSWERING PAPERS:

Movant requests answering papers and any notice of cross-motion seven days prior to the return date pursuant to CPLR 2214(b).

Dated: New York, New York
March 12, 2021

AKERMAN LLP

By: /s/ Jordan M. Smith

Jordan M. Smith
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Tel: 212-880-3800
jordan.smith@akerman.com
Co-counsel for Plaintiff CitiMortgage, Inc.

and

BORCHERT & LASPINA, P.C.

Robert W. Frommer, Esq.
19-02 Whitestone Expressway, Suite 302
Whitestone, New York 11357
Tel. (718) 767-3333
rfrommer@blpcny.com
Co-counsel for Plaintiff CitiMortgage, Inc.

To: Mr. Maurice Oparaji
245-11 133rd Road
Rosedale, NY 11422
Plaintiff pro se

Ada Oparaji
12 Boylan Street
Newark, NJ 07106
Defendant pro se

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 194

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

----- X
CITIMORTGAGE, INC. SUCCESSOR BY MERGER
TO ABN AMRO MORTGAGE GROUP, INC.,

Index No. 704318/2019

Plaintiff,

-against-

MAURICE H. OPARAJI, *et al.*,

Defendants.

----- X
ADA OPARAJI, MAURICE OPARAJI,

Counter-Plaintiffs,

-against-

CITIMORTGAGE, INC., ABN AMRO MORTGAGE
GROUP, INC., CITIBANK, N.A., RICHARD M.
BABECK, TERRY JOHNSON,

Counter-Defendants.

----- X

Jordan M. Smith, pursuant to CPLR 2106 and under the penalties of perjury,
affirms as follows:

I. I am an attorney at law, and partner in Akerman LLP, the attorneys of record for the plaintiff, CitiMortgage, Inc., successor by merger to ABN Amro Mortgage Group, Inc., in this foreclosure action and am admitted to practice law in the State of New York. I have reviewed relevant parts of the loan and litigation files and am fully familiar with the facts of this case. I submit this affirmation in support of CitiMortgage's motion for a protective order and for such other relief as the Court deems just.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 194

RECEIVED NYSCEF: 03/12/2021

I. INTRODUCTION

2. *Pro se* defendants Maurice and Ada Oparaji propounded improper notices to take oral depositions of over 100 individuals, most of whom have no conceivable connection to this case and are not even under the control of plaintiff CitiMortgage, Inc. Such overbroad requests are part of the Oparajis' multi-year harassment campaign against CitiMortgage and its employees. To require CitiMortgage to produce these witnesses—or any of them—would be unduly burdensome. The Court should enter a protective order barring the noticed oral depositions and, if anything, allowing the Oparajis to propound interrogatories or a reasonable number of written questions to CitiMortgage pursuant to CPLR 3108.

II. FACTUAL BACKGROUND

3. CitiMortgage has been litigating issues concerning the Oparajis' loan for over 12 years, including numerous appeals and proceedings from Civil Court to the Court of Appeals.

The 2011 Civil Court Action

4. This action stems from a default on a home loan secured by a mortgage on the property located at 245-11 133rd Road in Rosedale, New York. The Oparajis defaulted on their mortgage loan, resulting in a foreclosure action being commenced in Queens County Supreme Court styled *ABN Amro Mortgage Group, Inc. v. Maurice Oparaji, et al.*, Index No. 6889/2007. That foreclosure action was settled, whereby the Oparajis agreed to reinstate their loan, and to reimburse CitiMortgage for all real property taxes CitiMortgage had paid on their behalf. The Oparajis were sent a written demand in April 2018 to reimburse CitiMortgage, as successor-by-merger to ABN Amro Mortgage Group, for the real property taxes they agreed to repay in the stipulation of settlement. The Oparajis failed to reimburse CitiMortgage for the property taxes.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 194

RECEIVED NYSCEF: 03/12/2021

5. The Oparajis commenced an action against CitiMortgage in Queens County Civil Court on April 8, 2011, claiming it breached the settlement of the 2007 foreclosure action.¹ By order entered July 17, 2012, the Civil Court granted Citi defendants summary judgment and dismissed the complaint.² Mr. Oparaji appealed to the Appellate Term, which by order dated April 9, 2014, reversed summary judgment on the grounds Mr. Oparaji was not properly served with the motion papers.³

6. CitiMortgage moved for summary judgment a second time in May 2014, this time effecting proper service of the motion papers on Mr. Oparaji. By order dated August 18, 2014, the Civil Court granted CitiMortgage summary judgment.⁴ Mr. Oparaji moved to renew and reargue, which was denied by order entered November 28, 2014.⁵

7. Mr. Oparaji appealed, and in May 2017 the Appellate Term affirmed the order granting summary judgment on grounds CitiMortgage "established its prima facie entitlement to judgment as a matter of law dismissing the complaint and that appellant did not raise a triable issue of fact in opposition."⁶ Mr. Oparaji moved to reargue the Appellate Term's decision and for permission to appeal to this Court. The Appellate Term entered a decision and order on September 28, 2017, denying this motion in its entirety.⁷

8. Not satisfied, Mr. Oparaji moved the Appellate Division for permission to appeal the Appellate Term's decision affirming summary judgment. The Appellate Division denied leave

¹ A true copy of the April 2011 complaint is attached as **Exhibit A**.

² A true copy of the July 2012 decision is attached as **Exhibit B**.

³ A true copy of the April 2014 decision is attached as **Exhibit C**.

⁴ A true copy of the August 2014 decision is attached as **Exhibit D**.

⁵ A true copy of the November 2014 decision is attached as **Exhibit E**.

⁶ A true copy of the May 2017 decision is attached as **Exhibit F**.

⁷ A true copy of the September 2017 decision and order is attached as **Exhibit G**.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 194

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

to appeal in December 2017.⁸ Mr. Oparaji then moved to reargue and for leave to appeal to the Court of Appeals, which was denied by decision and order dated March 15, 2018.⁹ Mr. Oparaji moved to reargue again, which was denied by decision and order dated July 27, 2018.¹⁰

9. Mr. Oparaji moved the Court of Appeals directly for permission to appeal. The Court of Appeals dismissed Mr. Oparaji's motion in November 2018 because that Court lacks jurisdiction to entertain a motion for leave to appeal an order of the Appellate Division in an action originating in the Civil Court of the City of New York.¹¹

The 2018 Supreme Court Action

10. Mr. Oparaji commenced another action in April 2018 asserting the same general causes of action made in the April 2011 complaint.¹² The Supreme Court (Hon. Pam Jackson Brown) entered an order in October 2018 dismissing the complaint in its entirety as against the Citi defendants.¹³ That order is currently on appeal before the Second Department. He also moved to reargue and the court denied that motion as well by order dated May 15, 2019.¹⁴ Mr. Oparaji also appealed that order.

The 2019 Federal Action

11. Ms. Oparaji commenced an action against ABN Amro Mortgage Group, Citibank, N.A., Terry Johnson, and Richard Babeck in U.S. District Court for the Eastern District of New York in March 2019. A second amended complaint was filed on July 12, 2019. All allegations

⁸ A true copy of the December 2017 decision and order is attached as **Exhibit H**.

⁹ A true copy of the March 2018 decision and order is attached as **Exhibit I**.

¹⁰ A true copy of the July 2018 decision and order is attached as **Exhibit J**.

¹¹ A true copy of the November 2018 decision and order is attached as **Exhibit K**.

¹² A true copy of the April 2018 complaint is attached as **Exhibit L**.

¹³ A true copy of the October 2018 dismissal order is attached as **Exhibit M**.

¹⁴ A true copy of the order dated May 15, 2019 order is attached as **Exhibit N**.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 194

RECEIVED NYSCEF: 03/12/2021

arise out of the mortgage loan at issue in this foreclosure. The Court dismissed Ms. Oparaji's claims against CitiMortgage by order dated September 22, 2020.¹⁵

The 2019 Foreclosure Action

12. CitiMortgage commenced this action to foreclose the Oparajis' mortgage in March 2019. [NYSCEF Doc. No. 1.]

13. Ada Oparaji answered the complaint on April 8, 2019, and purported to counterclaim against CitiMortgage, ABN Amro Mortgage Group, Inc., Citibank, N.A., Richard M. Babeck, and Terry Johnson as counter-defendants. [NYSCEF Doc. No. 10.] Maurice Oparaji answered the complaint on April 9, 2019. Although he does not list them in his caption, Mr. Oparaji purports to name CitiMortgage, Inc., ABN Amro Mortgage Group, Inc., Citibank, N.A., Richard M. Babeck, and Terry Johnson as counter-defendants. [NYSCEF Doc. No. 12.]

14. Ms. Oparaji removed the action to federal court in April 2019. [NYSCEF Doc. No. 14.] Mr. Oparaji consented to removal. [NYSCEF Doc. No. 16.] The federal court entered an order in August 2019 remanding the action to this Court. [NYSCEF Doc. No. 29.]

15. Mr. Oparaji served CitiMortgage with 30 requests to produce on August 26, 2019. [NYSCEF Doc. No. 36.] Mr. Oparaji also served notices of deposition purporting to demand eight different people appear to be deposed at the Queens County Courthouse. [NYSCEF Doc. No. 35] Seven of those individuals are not employed by CitiMortgage. [See Affidavit of Elizabeth Cate, dated August 28, 2020 (*Cate Aff.*) ¶ 6]

16. CitiMortgage responded to the requests for production on September 13, 2019, producing documents in response to 13 of the 30 requests, and asserting specific and particular

¹⁵ A true copy of the Memorandum & Order dated September 22, 2020, is attached as **Exhibit O**.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 194

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

objections to the remainder. [Oparaji Aff., Exs. C and D.] CitiMortgage rejected the notice of deposition because it was not directed to any party to this proceeding, no notice of subpoena was served, and because it was not noticed for a proper location. [Oparaji Aff., Ex. D.]

17. Mr. Oparaji moved to compel disclosure, strike pleadings, and preclude the use of evidence, which was filed with the court on October 25, 2019. [NYSCEF Doc. No. 79] CitiMortgage opposed on November 6, 2019, explaining Mr. Oparaji failed to demonstrate the discovery sought was material or necessary to this action, or the impropriety of CitiMortgage's objection and production. A preliminary conference had not been held at the time of the motion and CitiMortgage had not, and still has not, disobeyed a prior order. The court denied this motion by order dated February 6, 2020. [NYSCEF Doc. No. 117]

18. Ms. Oparaji served her Notice of Deposition on December 16, 2019, identifying nine individuals she seeks to depose, none of whom are current employees of CitiMortgage, and also requesting the identifying information of 114 additional individuals so she could take the deposition of all 114 of them at the Queens County Courthouse. [NYSCEF Doc. No. 103.] [Cate Aff. ¶ 7]

19. The Court held a preliminary conference on December 19, 2019, which Stefan Canizares, Esq., an attorney at Akerman LLP, attended. Mr. Oparaji attended the conference, purporting to represent both his wife and himself. During the conference, he was extremely combative, even going so far as to rip documents out of the hands of co-counsel, Stacy Spodick, as she attempted to correct a date agreed upon by the referee. At the conference, CitiMortgage's deadline to respond to discovery was extended to January 31, 2020, with depositions scheduled for April 10, 2020. When CitiMortgage's counsel explained to the court referee deposition notices served by Mr. Oparaji were improper in substance and improperly served upon CitiMortgage when

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 194

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

subpoenas should have been served upon non-parties, the referee informed CitiMortgage it should move for a protective order to address such issues.

20. Mr. Oparaji served yet another deposition notice on February 20, 2021, again purporting to notice seven individuals for depositions. [NYSCEF Doc. No. 186.]

21. Following the delay in foreclosure litigation due to the COVID-19 restrictions, CitiMortgage now moves for a protective order barring these unduly burdensome deposition requests and, in the alternative, requiring any deposition be conducted by a corporate representative upon written questions pursuant to CPLR 3108.

III. LEGAL STANDARD

21. CPLR 3101(a) requires "full disclosure of all matter material and necessary in the prosecution or defense of an action." "However, the principle of 'full disclosure' does not give a party the right to uncontrolled and unfettered disclosure." *Pascual v. Rustic Woods Homeowners Ass'n, Inc.*, 173 A.D.3d 757, 758 (2d Dep't 2019).

22. Under CPLR 3103, the "court may at any time on its own initiative, or on motion of any party or of any person from whom or about whom discovery is sought, make a protective order denying, limiting, conditioning or regulating the use of any disclosure device...to prevent unreasonable annoyance, expense, embarrassment, disadvantage, or other prejudice to any person or the courts."

IV. ARGUMENT

CITIMORTGAGE CONFERRED IN GOOD FAITH

23. CitiMortgage has complied with its duty to confer in good faith to resolve the issues raised in this motion as required under 22 NYCRR § 202.7(a) and (c). Our firm, as counsel for CitiMortgage, sent Mr. and Ms. Oparaji's letters by mail and email on January 30, 2020, informing them their deposition notices were improper and offering to proceed by interrogatories or written

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 194

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

questions.¹⁶ We reminded the Oparajis the court referee suggested we move for a protective order at the preliminary conference and informed the Oparajis we would do so if they refused to withdraw the improper deposition notices. Neither responded in any way.

After Mr. Oparaji served his latest deposition notice, I sent him a letter by mail and email dated March 8, 2021, advising of the infirmities in the notice and again offering him the opportunity obtain relevant information or testimony by interrogatory or deposition on written questions.¹⁷ Mr. Oparaji has not responded at all.

THE COURT SHOULD ENTER A PROTECTIVE ORDER

24. The Oparajis' notices of deposition to an extensive list of individuals, most of whom are not under CitiMortgage's control, are improper for several reasons, and the Court should grant this motion for a protective order barring the Oparajis from deposing the listed individuals.

25. First, "[i]t is well established that a corporation has the right in the first instance to determine which of its representatives will appear for an examination before trial." *Pisano v. Door Control, Inc.*, 268 A.D.2d 416, 416 (2d Dep't. 2000). CitiMortgage should not be burdened with producing any particular person or persons, when it has the right to determine which of its representatives will be deposed. To require CitiMortgage to expend resources to prepare multiple individuals to sit for depositions when it already routinely identifies corporate representatives in such situations who are knowledgeable about all of CitiMortgage's processes and practices is costly and unduly burdensome.

26. Second, these notices are not targeted or limited in any manner. Mr. Oparaji noticed a deposition for eight individuals, while Ms. Oparaji's first notice lists the name of nine individuals

¹⁶ True copies of the letters sent to the Oparajis are attached as **Exhibit P**.

¹⁷ A true copy of the letter dated March 8, 2021, sent to Mr. Oparaji is attached as **Exhibit Q**.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 194

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

to depose and additionally seeks the deposition testimony of over one hundred more individuals whom she expects CitiMortgage to locate. [NYSCEF Doc. Nos. 35, 103] To that, Mr. Oparaji added seven more individuals in his February 2020 notice. [NYSCEF Doc. No. 186.] The Oparajis cannot demonstrate how it can be relevant or necessary to depose all of these individuals. They simply seek to delay the foreclosure through the use of time-consuming, overly burdensome discovery.

27. Third, most of the individuals noticed for deposition are not employees or in any way under the control of CitiMortgage. Only one of these individuals, Natasha Stringer, is currently employed by CitiMortgage. [Cate Aff. ¶¶ 6-7] She is a business representative and has no connection to the relevant issues in this matter. The Oparajis have not conducted even a minimal level of diligence. For example, Ms. Oparaji's notices of deposition list David Schneider as the President and Chief Operating Officer of CitiMortgage and Paul Ince as the Chief Financial Officer of CitiMortgage, Inc. as the first two individuals to depose. Neither of these individuals has worked for CitiMortgage in recent memory. The other CitiMortgage members listed on her notice are Donna (incorrectly spelled as Donne) Englert and Vera Pucci. Ms. Englert is no longer employed by CitiMortgage and Vera Pucci is listed as a member of CitiMortgage's office in New York. CitiMortgage does not have an office in New York. It's unclear who this individual is or the relevance of the individual to the matter.¹⁸ The rest of the individuals listed are purportedly associated with ABN Amro Mortgage Group's former offices. ABN Amro Mortgage Group merged into CitiMortgage in 2007.¹⁹ The other 114 individuals she seeks to depose are from a web link from a Netherlands newspaper regarding 114 employees of ABN Amro, a separate entity.

¹⁸ True copies of the LinkedIn profiles of David Schnieder, Paul Ince, and Donna Englert are attached as **Exhibit R**.

¹⁹ A true copy of the merger certificate dated August 29, 2007 is attached as **Exhibit S**.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 194

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

The 114 employees are not listed. CitiMortgage would presumably need to embark on a quest to identify these 114 individuals of a Netherlands-based entity "focused on the retail market in the Netherlands and on private banking in the Netherlands and various countries in Europe and Asia..."²⁰ If the Oparajis seek to depose these nonparty witnesses, they must comply with CPLR 3106(b) by serving each individual with a subpoena. *Apple Bank for Sav. v. Noah's Route 110, Inc.*, 210 A.D.2d 277, 277 (2d Dep't 1994).

28. Fourth, discovery demands are "palpably improper" where they seek irrelevant information or are overbroad and burdensome. *Pascual v. Rustic Woods Homeowners Ass'n, Inc.*, 173 A.D.3d 757, 758 (2d Dep'. 2019). "Where the discovery demands are overbroad, the appropriate remedy is to vacate the entire demand rather than to prune it." *Id. Berkowitz v. 29 Woodmere Blvd. Owners', Inc.*, 135 A.D.3d 798, 799 (2d Dep't 2016); *Stepping Stones Assocs., L.P. v. Scialdone*, 148 A.D.3d 855, 856 (2d Dep't 2017). There can be no justification for the Oparajis to demand to depose over one hundred individuals in this mortgage foreclosure action, most of whom are no longer employed by CitiMortgage and some of whom never were. These demands are palpably improper.

29. Fifth, Mr. Oparaji has a history of abusing the judicial system. In a separate action, the First Department enjoined him from filing any further litigation due to his abuse. *See Oparaji v. Yablon*, 159 A.D.3d 539, 539 (1st Dept 2018) ("Plaintiffs are enjoined from commencing any further litigation relating to this matter without permission of this Court. The Clerk of this Court is directed to accept no filings from plaintiffs as to this matter without prior leave of the Court."). His long history of scorched-earth litigation connected with this loan is set forth in paragraphs 4 through 11 of this affirmation.

²⁰ A true copy of ABN Amro's historical profile is attached as **Exhibit T**.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 194

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

30. It remains unclear what knowledge the individuals the Oparajis purport to notice may have in the litigation or why the Oparajis claim to need this discovery. CitiMortgage has demonstrated it will be costly and unduly burdensome to contact and/or prepare any number of these individuals for a deposition. This is particularly concerning where the defendants seeking the deposition are *pro se* and not attorneys, and presumably less familiar with the procedural aspects of a deposition, as well as the scope of relevant inquiry. The Court should enter a protective order barring these sweeping deposition notices.

THE COURT MAY ORDER DEPOSITION ON WRITTEN QUESTIONS

31. Should the Court permit the Oparajis to depose a CitiMortgage representative, we respectfully request the Court order the deposition be conducted upon written questions pursuant to CPLR 3108. It is appropriate for the Court to require defendants to proceed by written questions where "the burden of [a party's] proposed discovery outweighs its likely benefit." *See Espinal v. Coughlin*, No. 98CIV2579(RPP), 1999 WL 1063186, at *1 (S.D.N.Y. Nov. 23, 1999); *Fowler v. Fischer*, No. 13-CV-6546-FPG-JWF, 2017 WL 1194377, at *2 (W.D.N.Y. Mar. 30, 2017) (denying *pro se* prisoner's motion to conduct oral depositions when other discovery devices are available based on consideration of "logistical and financial realities"). A deposition upon written questions will protect the Oparajis' right to seek discovery while reducing to a reasonable level the amount of time and expense CitiMortgage will be required to expend were it otherwise required to produce any number of the over one hundred individuals the Oparajis seek to depose for oral examination. Given the Oparajis' expansive view of discovery, should the Court direct a deposition on written questions or interrogatories, CitiMortgage respectfully requests they be limited to a 30 questions or interrogatories.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

NYSCEF DOC. NO. 194

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2021

V. CONCLUSION

32. The Oparjis' notices of deposition are palpably improper. The demand to depose over one hundred individuals is overbroad and unduly burdensome by any objective measure. CitiMortgage has proven good cause for a protective order. In the alternative, should the Court nevertheless permit a deposition, CitiMortgage respectfully requests the Court require it be conducted by written questions to a representative designated by CitiMortgage.

Dated: New York, New York
March 12, 2021

AKERMAN LLP

By: /s/ Jordan M. Smith
Jordan M. Smith
1251 Avenue of the Americas, 37th Floor
New York, NY 10020
Tel: 212-880-3800
jordan.smith@akerman.com
Co-counsel for Plaintiff CitiMortgage, Inc.

and

BORCHERT & LASPINA, P.C.
Robert W. Frommer, Esq.
19-02 Whitestone Expressway, Suite 302
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Tel. (718) 767-3333
rfrommer@blpcny.com
Co-counsel for Plaintiff CitiMortgage, Inc.

FILED: QUEENS COUNTY CLERK 03/12/2021 12:58 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 194

RECEIVED NYSCEF: 03/12/2021

CERTIFICATION OF COMPLIANCE

This memorandum of law complies with the word count limitation of Section 202.8-b of the Uniform Rules for N.Y. State Trial Courts because it contains 3,157 words, exclusive of the caption, table of contents, table of authorities, and signature block.

Dated: March 12, 2021
New York, New York

/s/ Jordan M. Smith
Jordan M. Smith, Esq.

Attachment 10 to Complaint

FILED: QUEENS COUNTY CLERK 10/15/2020 03:39 PM

NYSCEF DOC. NO. 146

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/15/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

<p>CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.,</p> <p style="text-align: center;">Plaintiff,</p> <p style="text-align: center;">-against-</p> <p>MAURICE OPARAJI, <i>et al.</i>,</p> <p style="text-align: center;">Defendants.</p>	<p style="text-align: right;">Index No. 704318/2019</p> <p style="text-align: center;">CONSENT TO CHANGE OF ATTORNEYS</p>
---	--

WHEREAS, plaintiff CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC. desires that AKERMAN LLP and BORCHERT & LaSPINA, P.C. represent it in this action,

THEREFORE, we, the undersigned, do hereby consent and agree that the attorneys of record for the plaintiff, DAVID A. GALLO & ASSOCIATES LLP, be changed, and that the following attorneys be substituted in their place as attorneys of record for such plaintiff:

AKERMAN LLP
520 Madison Ave., 20th Floor
New York, NY 10022
Tel: (212) 880-3800

and

BORCHERT & LaSPINA, P.C.
19-02 Whitestone Expressway, Suite 302
Whitestone, New York 11357
Tel: (718) 767-3333

Dated: 9-28-2020

(All signatures appear on next page.)

FILED: QUEENS COUNTY CLERK 10/15/2020 03:39 PM

NYSCEF DOC. NO. 146

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/15/2020

Withdrawing Attorneys:

By: /s/ Robert M. Link, Esq.
DAVID A. GALLO & ASSOCIATES LLP
99 Powerhouse Road, First Floor
Roslyn Heights, NY 11577
(516) 583-5330

By: [Signature]

Plaintiff:

Terry White, says that s/he is the VP of plaintiff in the
within action, and that s/he has read the foregoing Consent to Change of Attorneys.

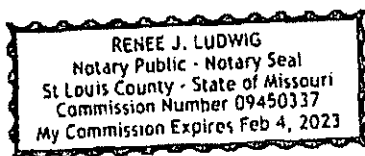
CITIMORTGAGE, INC.
1000 Technology Drive
O'Fallon, MO 63368

STATE OF Missouri)

) ss.:

COUNTY OF St. Charles

On the 28th day of September in the year 2020 before me, the undersigned,
a Notary Public in and for said State, personally appeared TERRY WHITE,
personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s)
whose name(s) is (are) subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s)
on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted,
executed the instrument.



Renee J. Ludwig

FILED: QUEENS COUNTY CLERK 10/30/2020 05:28 PM

NYSCEF DOC. NO. 150

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/30/2020

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., Plaintiff, -against- MAURICE OPARAJI, <i>et al.</i> , Defendants.	Index No. 704318/2019 CONSENT TO CHANGE OF ATTORNEYS
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WHEREAS, plaintiff CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC. desires that AKERMAN LLP and BORCHERT & LaSPINA, P.C. represent it in this action,

THEREFORE, we, the undersigned, do hereby consent and agree that the attorneys of record for the plaintiff, DAVID A. GALLO & ASSOCIATES LLP, be changed, and that the following attorneys be substituted in their place as attorneys of record for such plaintiff:

AKERMAN LLP
520 Madison Ave., 20th Floor
New York, NY 10022
Tel: (212) 880-3800

Dated: 10/27/2020

(All signatures appear on next page.)

FILED: QUEENS COUNTY CLERK 10/30/2020 05:28 PM

NYSCEF DOC. NO. 150

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/30/2020

Withdrawing Attorneys:

By: /s/ Robert M. Link

DAVID A. GALLO & ASSOCIATES LLP
99 Powerhouse Road, First Floor
Roslyn Heights, NY 11577
(516) 583-5330

Plaintiff:

By: [Signature]

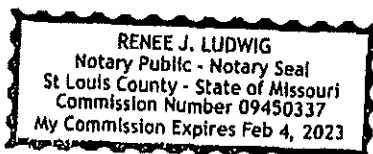
Terry White, says that s/he is the Vice President of plaintiff in the within action, and that s/he has read the foregoing Consent to Change of Attorneys.

CITIMORTGAGE, INC.
1000 Technology Drive
O'Fallon, MO 63368

STATE OF Missouri)
) ss.:
COUNTY OF St. Charles)

On the 27th day of October in the year 2020 before me, the undersigned, a Notary Public in and for said State, personally appeared TERRY WHITE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Renee J. Ludwig



Attachment 11 to Complaint

NYS Department of State

Division of Corporations

Entity Information

The information contained in this database is current through November 4, 2020.

Selected Entity Name: PARK PLACE HOME MORTGAGE CORP.

Selected Entity Status Information

Current Entity Name: PARK PLACE HOME MORTGAGE CORP.

DOS ID #: 1923504

Initial DOS Filing Date: MAY 18, 1995

County: NEW YORK

Jurisdiction: NEW YORK

Entity Type: DOMESTIC BUSINESS CORPORATION

Current Entity Status: INACTIVE - Dissolution (Mar 31, 2008)

Selected Entity Address Information

DOS Process (Address to which DOS will mail process if accepted on behalf of the entity)

PARK PLACE HOME MORTGAGE CORP.

11426 VENTURA BLVD

STE B

STUDIO CITY, CALIFORNIA, 91604

Chief Executive Officer

JOE COSTA

11426 VENTURA BLVD

STE B

STUDIO CITY, CALIFORNIA, 91604

Principal Executive Office

PARK PLACE HOME MORTGAGE CORP.

11426 VENTURA BLVD

STE B

STUDIO CITY, CALIFORNIA, 91604

Registered Agent

Entity Information

http://appext20.dos.ny.gov/corp_public/CORPSEARCH.ENTIT...

MARKET INTELLIGENCE CORPORATION
 712 5TH AVE., 46TH FL
 NEW YORK, NEW YORK, 10019

This office does not record information regarding the names and addresses of officers, shareholders or directors of nonprofessional corporations except the chief executive officer, if provided, which would be listed above. Professional corporations must include the name(s) and address(es) of the initial officers, directors, and shareholders in the initial certificate of incorporation, however this information is not recorded and only available by viewing the certificate.

***Stock Information**

# of Shares	Type of Stock	\$ Value per Share
200	No Par Value	

*Stock information is applicable to domestic business corporations.

Name History

Filing Date	Name Type	Entity Name
MAY 18, 1995	Actual	PARK PLACE HOME MORTGAGE CORP.

A **Fictitious** name must be used when the **Actual** name of a foreign entity is unavailable for use in New York State. The entity must use the fictitious name when conducting its activities or business in New York State.

NOTE: New York State does not issue organizational identification numbers.

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Attachment 12 to Complaint

**Supreme Court of the State of New York
Appellate Division: Second Judicial Department**

D13910
O/hu

_____AD3d_____

A. GAIL PRUDENTI, P.J.
HOWARD MILLER
ROBERT W. SCHMIDT
STEPHEN G. CRANE
REINALDO E. RIVERA, JJ.

2005-05583

OPINION & ORDER

In the Matter of John A. Caminiti, an attorney
and counselor-at-law, resignor.

(Attorney Registration No. 2933695)

Resignation tendered pursuant to 22 NYCRR 691.9 by John A. Caminiti, who was admitted to the Bar at a term of the Appellate Division of the Supreme Court in the Second Judicial Department on January 27, 1999.

John A. Caminiti, Staten Island, N.Y., resignor pro se.

Diana Maxfield Kearse, Brooklyn, N.Y., for the Grievance Committee for the Second and Eleventh Judicial Districts.

PER CURIAM.

John A. Caminiti has submitted an affidavit dated September 11, 2006, wherein he tenders his resignation as an attorney and counselor-at-law (22 NYCRR 691.9). Mr. Caminiti avers that his resignation is freely and voluntarily tendered,

February 27, 2007

Page 1.

MATTER OF CAMINITI, JOHN A.

that he is not being subjected to coercion or duress, and that he is fully aware of the implications of its submission.

Mr. Caminiti acknowledges that the Grievance Committee is currently investigating seven complaints of professional misconduct against him concerning, inter alia, allegations of failure to safeguard client funds and property, failure to monitor trust accounts, and engaging in conflicts of interest. He further acknowledges that if charges were predicated upon the misconduct under investigation, he could not necessarily defend himself on the merits against them.

Mr. Caminiti's resignation is submitted subject to any application which could be made by the Grievance Committee for the Second and Eleventh Judicial Districts for an order directing that he make restitution and that he reimburse the Lawyers' Fund for Client Protection pursuant to Judiciary Law § 90(6-a). He acknowledges the continuing jurisdiction of the Appellate Division, Second Department to make such an order and he specifically waives the opportunity afforded him by Judiciary Law § 90(6-a)(f) to be heard in opposition thereto.

Inasmuch as the proffered resignation complies with all pertinent Court Rules, it is accepted, and, effective immediately, John A. Caminiti is disbarred, and his name is stricken from the roll of attorneys and counselors-at-law.

PRUDENTI, P.J., MILLER, SCHMIDT, CRANE and RIVERA, JJ., concur.

ORDERED that pursuant to Judiciary Law § 90, effective immediately, John A. Caminiti is disbarred and his name is stricken from the roll of attorneys and counselors-at-law; and it is further,

ORDERED that John A. Caminiti shall promptly comply with this court's rules governing the conduct of disbarred, suspended and resigned attorneys (*see* 22 NYCRR 691.10); and it is further,

ORDERED that pursuant to Judiciary Law § 90, effective immediately, John A. Caminiti is commanded to desist and refrain from (1) practicing law in any form, either as principal or as agent, clerk, or employee of another, (2) appearing as an attorney or counselor-at-law before any court, Judge, Justice, board, commission, or other public authority, (3) giving to another an opinion as to the law or its application or any advice in relation thereto, and (4) holding himself out in any way as an attorney and counselor-at-law; and it is further,

February 27, 2007

MATTER OF CAMINITI, JOHN A.

Page 2.

ORDERED that if the resignor, John A. Caminiti, has been issued a secure pass by the Office of Court Administration, it shall be returned forthwith to the issuing agency and the resignor shall certify to the same in his affidavit of compliance pursuant to 22 NYCRR 691.10(f).

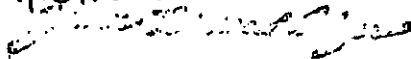
PRUDENTI, P.J., MILLER, SCHMIDT, CRANE and RIVERA, JJ., concur.

ENTER:



James Edward Pelzer
Clerk of the Court

SUPREME COURT, STATE OF NEW YORK
APPELLATE DIVISION SECOND DEPT
I, JAMES EDWARD PELZER, Clerk of the Appellate Division of the Supreme Court, Second Judicial Department, do hereby certify that I have compared this copy with the original filed in my office on 2/27/2007 and that this copy is a correct transcription of said original.
IN WITNESS WHEREOF I have hereunto set my hand and affixed the seal of this Court on 1/13/2020



Attachment 13 to Complaint

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

NYSCEF DOC. NO. 39

INDEX NO. 704318/2019

RECEIVED NYSCEF: 09/05/2019

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
CITIMORTGAGE, INC. SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC.,

Index No. 704318/2019

NOTICE OF CROSS-MOTION

Plaintiff,

-against-

MAURICE H. OPARAJI, A/K/A MAURICE
OPARAJI A/K/A MAURICE UD OPARAJI, ADA
PATIENCE OPARAJI A/K/A ADA P. OPARAJI,
THE UNITED STATES OF AMERICA
INTERNAL REVENUE SERVICE
DEPARTMENT OF THE TREASURY, HARRIET
BEZIER and "John Doe" and/or "Jane Doe," #1-10
inclusive, the last ten names being fictitious and
unknown to plaintiff, the persons or parties
intended being the tenants, occupants, persons,
corporations or heirs at law, if any, having or
claiming an interest in or lien upon the premises
described in the complaint,

Mot. Seq. No. 2

Defendants.

-----X
ADA OPARAJI, MAURICE OPARAJI,

Counter-Plaintiffs,

-against-

CITIMORTGAGE, INC., ABN AMRO
MORTGAGE GROUP, INC., CITIBANK, N.A.,
RICHARD M. BABECK, TERRY JOHNSON,

Counter-Defendants.

-----X
MOTION BY:

Plaintiff CitiMortgage, Inc. successor by merger to
ABN Amro Mortgage Group, Inc. and Purported
Additional Parties Citibank, N.A. and Terry
Johnson

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 39

RECEIVED NYSCEF: 09/05/2019

DATE, TIME & PLACE:

Tuesday, September 10, 2019, at 9:30 a.m.
Queens County Supreme Court
88-11 Sutphin Boulevard, Courtroom 41
Jamaica, New York 11435
Hon. Janice A. Taylor, Part 15

RELIEF REQUESTED:

(1) Injunction preventing further motions by *pro se* defendant Maurice Oparaji and Ada Oparaji without leave of the Court; (2) other and further relief as may be just and proper.

SUPPORTING PAPERS:

Affirmation dated September 5, 2019, with exhibits A through P thereto; all pleadings and other filing on the NYSCEF system for this case

TYPE OF ACTION:

Residential mortgage foreclosure with counterclaims by defendants

Dated: September 5, 2019
New York, New York

AKERMAN LLP

By: /s/ Jordan M. Smith

Jordan M. Smith
Joseph M. DeFazio
666 Fifth Avenue, 20th Floor
New York, New York 10103
(212) 880-3838
Email: joseph.defazio@akerman.com
jordan.smith@akerman.com

Attorneys for Plaintiff CitiMortgage, Inc. successor by merger to ABN Amro Mortgage Group, Inc. and Purported Additional Parties Citibank, N.A. and Terry Johnson

and

Robert W. Frommer, Esq.
Borchert & LaSpina, P.C.
19-02 Whitestone Expressway, Suite 302
Whitestone, NY 11357
Co-Counsel for CitiMortgage, Inc.

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

NYSCEF DOC. NO. 39

INDEX NO. 704318/2019

RECEIVED NYSCEF: 09/05/2019

TO: Ms. Ada Oparaji (by UPS overnight)
12 Boylan Street
Newark, NJ 07106
Defendant Pro Se

Mr. Maurice Oparaji (by UPS overnight)
245-11 133rd Road
Rosedale, NY 11422
Defendant Pro Se

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 40

RECEIVED NYSCEF: 09/05/2019

5. The Oparajis commenced an action against CitiMortgage in Civil Court on April 8, 2011, claiming it breached the settlement of the 2007 foreclosure action.² By order entered July 17, 2012, the Civil Court (Hon. Anna Culley) granted Citi defendants summary judgment and dismissed the complaint.³ Mr. Oparaji appealed to the Appellate Term, which by order dated April 9, 2014, reversed summary judgment on the grounds Mr. Oparaji was not properly served with the motion papers.⁴

6. CitiMortgage moved for summary judgment a second time in May 2014, this time effecting proper service of the motion papers on Mr. Oparaji. By order dated August 18, 2014, the Civil Court (Hon. Jodi Orlow) granted CitiMortgage summary judgment.⁵ Mr. Oparaji moved to renew and reargue, which was denied by order entered November 28, 2014.⁶

7. Mr. Oparaji appealed and in May 2017 the Appellate Term affirmed the order granting summary judgment on grounds CitiMortgage "established its prima facie entitlement to judgment as a matter of law dismissing the complaint and that appellant did not raise a triable issue of fact in opposition."⁷ Mr. Oparaji moved to reargue the Appellate Term's decision and for permission to appeal to this Court. The Appellate Term entered a decision and order on September 28, 2017, denying this motion in its entirety.⁸

8. Not satisfied, Mr. Oparaji moved the Appellate Division for permission to appeal the Appellate Term's decision affirming summary judgment. The Appellate Division denied

² A true copy of the April 2011 complaint is attached as **Exhibit A**.

³ A true copy of the July 2012 decision is attached as **Exhibit B**.

⁴ A true copy of the April 2014 decision is attached as **Exhibit C**.

⁵ A true copy of the August 2014 decision is attached as **Exhibit D**.

⁶ A true copy of the November 2014 decision is attached as **Exhibit E**.

⁷ A true copy of the May 2017 decision is attached as **Exhibit F**.

⁸ A true copy of the September 2017 decision and order is attached as **Exhibit G**.

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

NYSCEF DOC. NO. 40

INDEX NO. 704318/2019

RECEIVED NYSCEF: 09/05/2019

WHEREFORE, your affirmant prays for an order denying any default judgment in favor of the Oparajis, barring the Oparajis from filing any further *pro se* actions against the CitiMortgage arising out of their mortgage loan without first seeking leave of the appropriate Administrative Justice, and for such other relief as the Court deems just and proper.

Dated: New York, New York
September 5, 2019

/s/ Jordan M. Smith
Jordan M. Smith

*Attorneys for CitiMortgage, Inc. successor
by merger to ABN Amro Mortgage Group,
Inc. and Purported Additional Parties
Citibank, N.A. and Terry Johnson*

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

NYSCEF DOC. NO. 40

INDEX NO. 704318/2019

RECEIVED NYSCEF: 09/05/2019

WHEREFORE, your affirmant prays for an order denying any default judgment in favor of the Oparajis, barring the Oparajis from filing any further *pro se* actions against the CitiMortgage arising out of their mortgage loan without first seeking leave of the appropriate Administrative Justice, and for such other relief as the Court deems just and proper.

Dated: New York, New York
September 5, 2019

/s/ Jordan M. Smith

Jordan M. Smith

*Attorneys for CitiMortgage, Inc. successor
by merger to ABN Amro Mortgage Group,
Inc. and Purported Additional Parties
Citibank, N.A. and Terry Johnson*

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

NYSCEF DOC. NO. 40

INDEX NO. 704318/2019

RECEIVED NYSCEF: 09/05/2019

25. This court should follow the First Department's lead and prevent further abuse of the judicial process by the Oparajis. They have harassed CitiMortgage for over a decade with his groundless accusations about his home mortgage loan—with constant frivolous motions for reargument or for leave to appeal. When the Appellate Division finally denied leave to appeal to the Court of Appeals in March 2018 Citi thought this abuse was finally over. Not so. Mr. Oparaji immediately commenced another action in April 2018. Ms. Oparaji commenced her own federal action March 2019.

26. The Oparajis now bring these meritless counterclaims and Mr. Oparaji has filed a frivolous motion for default against unserved non-parties and CitiMortgage, whose answer from May he attaches to the motion for default. Once denied, Mr. Oparaji will, as he always does, appeal and move to reargue in order to harass CitiMortgage and its counsel. This need not continue. The Oparajis should be barred from filing any further *pro se* actions or motions arising out of their mortgage loan without first seeking leave of the appropriate Administrative Justice.

CONCLUSION

27. Because the Oparajis have failed to name or serve the new counterclaim defendants no default may lie against them. Instead, the Oparajis should be barred from filing any further *pro se* actions arising out of their mortgage loan without leave of the appropriate Administrative Justice.

Mr. Oparaji also appears throughout the United States federal reporter. *See, e.g., Oparaji v. NE Auto-Marine Terminal*, 565 U.S. 1189 (2012); *Oparaji v. Atlantic Container Line*, 562 U.S. 1214 (2011); *Oparaji v. New York Mortgage Company LLC*, 559 U.S. 954 (2010); *Oparaji v. New York City Dep't of Educ.*, 552 U.S. 918 (2007); *Oparaji v. United Fed. of Teachers*, 552 U.S. 912 (2007); *Oparaji v. NE Auto-Marine Terminal*, 437 Fed. Appx. 190 (3d Cir. 2011); *Oparaji v. Atlantic Container Line*, 363 Fed. Appx. 778 (2d Cir. 2010); *Oparaji v. Virgin Atlantic Airways, Ltd.*, 258 Fed. Appx. 374 (2d Cir. 2007); *Oparaji v. New York City Dep't of Educ.*, 172 Fed. Appx. (2d Cir. 2006).

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

NYSCEF DOC. NO. 40

INDEX NO. 704318/2019

RECEIVED NYSCEF: 09/05/2019

2019, a copy of which Mr. Oparaji attaches to his moving papers. (*Id.*, Ex. 3.) Therefore, CitiMortgage is not in default, having answered the counterclaims three months before Mr. Oparaji served this motion. (*Id.*)

The Oparajis Should be Barred from Further Pro Se Filings.

23. "[W]hile public policy mandates free access to the courts, a party may forfeit that right if she or he abuses the judicial process by engaging in meritless litigation motivated by spite or ill will." *Graham v. Rawley*, 145 A.D.3d 721, 722-23 (2d Dep't 2016). The Oparajis have a history of abusing the judicial process.

24. The First Department recently enjoined Mr. Oparaji from filing any further litigation in another matter due to his abuse. *See Oparaji v. Yablon*, 159 A.D.3d 539 (1st Dep't 2018) ("Plaintiffs are enjoined from commencing any further litigation relating to this matter without permission of this Court. The Clerk of this Court is directed to accept no filings from plaintiffs as to this matter without prior leave of the Court.").¹⁸

¹⁸ Mr. Oparaji is a prolific litigant. His name appears throughout the New York Reports. *See, e.g., Oparaji v. Books & Rattles*, 29 N.Y.3d 918 (2017); *Oparaji v. New York Mortgage Co., LLC*, 13 N.Y.3d 765 (2009); *Oparaji v. Vessup*, 158 A.D.3d 686 (2d Dep't 2018); *Oparaji v. 245-02 Merrick Blvd., LLC*, 149 A.D.3d 1092 (2d Dep't 2017); *Oparaji v. Books & Rattles*, 147 A.D.3d 1165 (3d Dep't 2017); *Oparaji v. New York Mortgage Co., LLC*, 55 A.D.3d 429 (1st Dep't 2008); *Oparaji v. Scheiner*, 50 A.D.3d 753 (2d Dep't 2008); *Oparaji v. Duran*, 18 A.D.3d 725 (2d Dep't 2005); *Oparaji v. Madison Queens-Guy Brewer, LLC*, 302 A.D.2d 439 (2d Dep't 2003); *Oparaji v. Weston*, 293 A.D.2d 592 (2d Dep't 2002); *Oparaji v. Alabi*, 39 Misc. 3d 138(A) (App. Term 1st Dep't 2013); *Oparaji v. United Home Mortg., Inc.*, 29 Misc. 3d 126(A) (App. Term 1st Dep't 2010); *Oparaji v. Blvd. Auto Wrecking, Inc.*, 20 Misc. 3d 138(A) (App. Term 2d Dep't 2008); *Oparaji v. United Home Mortg., Inc.*, 16 Misc. 3d 131(A) (App. Term 1st Dep't 2007); *Oparaji v. Hickson*, 12 Misc.3d 127(A) (App. Term 2d Dep't 2006); *Oparaji v. Holmes*, 10 Misc.3d 145(A) (App. Term 2d Dep't 2006); *Oparaji v. Pep Boys*, 5 Misc.3d 138(A) (App. Term 2d Dep't 2004); *Oparaji v. Carver Fed. Sav. Bank*, 2002 WL 1311650 (App. Term 2d Dep't 2002); *Oparaji v. New York Mortgage Co., LLC*, 24 Misc. 3d 1230(A) (Sup. Ct. Bronx Co. 2007).

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 40

RECEIVED NYSCEF: 09/05/2019

New York ever issue a summons. Neither Citibank nor Ms. Johnson ever became parties to this action. They cannot be defaulted.

20. Mr. Oparaji is also not entitled to a default judgment because he never effected service of process on Citibank or Ms. Johnson. "On any application for judgment by default, the applicant shall file proof of service of the summons and the complaint, or a summons and notice[.]" CPLR 3215(f). "Adequate proof that a defendant was properly served with process is a prerequisite to the entry of a default judgment against that defendant." *Cordero v. Barreiro-Cordero*, 129 A.D.3d 899, 900 (2d Dep't 2015).

21. As stated, no summonses ever issued to Citibank, N.A. or Terry Johnson. No proofs of service as required by CPLR 306 are filed. In the absence of proof of service, no default judgments as to these counter-defendants may enter. Mr. Oparaji includes an affidavit of service of his amended counterclaims with his current motion papers as Exhibit 2. Even that affidavit does not state a summons was served and so fatally undermines his claim to have made adequate service as to the third parties Citibank and Johnson. It does not even claim service of anything on Citibank.

22. Mr. Oparaji is also not entitled to a default judgment against plaintiff/counter-defendant CitiMortgage, Inc., successor-by-merger to ABN Amro Mortgage Group, Inc. "Except where otherwise prescribed by law or order of the court, there shall be an answer or reply to an amended or supplemental pleading if an answer or reply is required to the pleading being amended or supplemented. Service of such an answer or reply shall be made within twenty days after service of the amended or supplemental pleading to which it responds." CPLR 3025(d). At the time Mr. Oparaji amended his counterclaims, on or about May 16, 2019, the case was pending in federal court. CitiMortgage timely answered the counterclaims on May 29,

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

NYSCEF DOC. NO. 40

INDEX NO. 704318/2019

RECEIVED NYSCEF: 09/05/2019

16. Ada Oparaji filed an amended answer with counterclaim in the federal court on May 15, 2019.¹⁶ Maurice Oparaji also filed an amended answer with counterclaims in the federal court on May 16, 2019.¹⁷ CitiMortgage answered Mr. Oparaji's counterclaims on May 29, 2019. (Oparaji Motion, Ex. 3) Despite CitiMortgage's answer, the Oparajis moved the federal court for entry of default. The federal court entered an order on August 14, 2019 remanding this action to this Court without ruling on the motion for default. [NYSCEF Doc. No. 29.]

17. Mr. Oparaji moves for a default judgment against ABN Amro Mortgage Group, Inc., Citibank, N.A., Richard M. Babeck, and Terry Johnson for failure to respond. [NYSCEF Doc. No. 32.] The motion should be denied and the Oparajis enjoined from further *pro se* filings.

ARGUMENT

No Default Judgment May Enter

18. "When a defendant has failed to appear, plead or proceed to trial of an action reached and called for trial, or when the court orders a dismissal for any other neglect to proceed, the plaintiff may seek a default judgment against him." CPLR 3215(a). No default against Citibank, N.A. or Terry Johnson may enter because neither was properly added as a defendant to this action, and there is no proof of service on either.

19. "Where a person not a party is alleged to be liable a summons and answer containing the counterclaim [] shall be filed, whereupon he or she shall become a defendant." Fed. R. Civ. P. 14; *compare* CPLR 1007. Mr. Oparaji never filed any summonses with his answer containing the counterclaim, nor did the U.S. District Court of the Eastern District of

¹⁶ A true copy of Ms. Oparaji's May 2019 amended answer is attached as **Exhibit O**.

¹⁷ A true copy of Mr. Oparaji's May 2019 amended answer is attached as **Exhibit P**.

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

NYSCEF DOC. NO. 40

INDEX NO. 704318/2019

RECEIVED NYSCEF: 09/05/2019

The 2019 Foreclosure Action

12. CitiMortgage, Inc. commenced this action to foreclose the Oparajis' mortgage in March 2019. [NYSCEF Doc. No. 1.]

13. Ada Oparaji answered the complaint on April 8, 2019 naming CitiMortgage, Inc., ABN Amro Mortgage Group, Inc., Citibank, N.A., Richard M. Babeck, and Terry Johnson as counter-defendants. [NYSCEF Doc. No. 10.] The affidavit of service states the answer with counterclaim was served on CitiMortgage, Inc., ABN Amro Mortgage Group, Inc., Richard M. Babeck and Terry Johnson on April 8, 2019. [NYSCEF Doc. No. 11.] The affidavit does not state the method of service, nor is there any proof of service on Citibank, N.A. [*Id.*]

14. Maurice Oparaji answered the complaint on April 9, 2019. Although he does not list them in his caption, Mr. Oparaji purports to name CitiMortgage, Inc., ABN Amro Mortgage Group, Inc., Citibank, N.A., Richard M. Babeck; and Terry Johnson as counter-defendants. [NYSCEF Doc. No. 12.] The affidavit of service states the answer with counterclaim was served on CitiMortgage, Inc., ABN Amro Mortgage Group, Inc., Richard M. Babeck, and Terry Johnson on April 9, 2019. [NYSCEF Doc. No. 13.] The affidavit does not state the method of service, nor is there any claim of service on Citibank, N.A. [*Id.*]

15. Ms. Oparaji filed notice of removal to federal court in April 2019 on the basis of diversity jurisdiction. [NYSCEF Doc. No. 14.] Mr. Oparaji consented to removal. [NYSCEF Doc. No. 16.]

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

NYSCEF DOC. NO. 40

INDEX NO. 704318/2019

RECEIVED NYSCEF: 09/05/2019

permission to appeal in December 2017.⁹ Mr. Oparaji then moved to reargue and for leave to appeal to the Court of Appeals, which was denied by decision and order dated March 15, 2018.¹⁰ Mr. Oparaji moved to reargue again, which was denied by decision and order dated July 27, 2018.¹¹

9. Mr. Oparaji moved the Court of Appeals directly for permission to appeal. The Court of Appeals dismissed the motion in November 2018 because that Court lacks jurisdiction to entertain a motion for leave to appeal an order of the Appellate Division in an action originating in the Civil Court of the City of New York.¹²

The 2018 Supreme Court Action

10. Mr. Oparaji commenced another action in April 2018 asserting the same general causes of action made in the April 2011 complaint.¹³ The Supreme Court (Hon. Pam Jackson Brown) entered an order in October 2018 dismissing the complaint in its entirety as against the Citi defendants.¹⁴ That order is currently on appeal before the Second Department.

The 2019 Federal Action

11. Ms. Oparaji commenced an action against ABN Amro Mortgage Group, Citibank, N.A., Terry Johnson, and Richard Babeck in U.S. District Court for the Eastern District of New York in March 2019. A second amended complaint was filed on July 12, 2019.¹⁵ All allegations arise out of the mortgage loan at issue in this foreclosure. A motion to dismiss the second amended complaint remains pending before the federal court.

⁹ A true copy of the December 2017 decision and order is attached as **Exhibit H**.

¹⁰ A true copy of the March 2018 decision and order is attached as **Exhibit I**.

¹¹ A true copy of the July 2018 decision and order is attached as **Exhibit J**.

¹² A true copy of the November 2018 decision and order is attached as **Exhibit K**.

¹³ A true copy of the April 2018 complaint is attached as **Exhibit L**.

¹⁴ A true copy of the October 2018 dismissal order is attached as **Exhibit M**.

¹⁵ A true copy of the July 2019 second amended complaint is attached as **Exhibit N**.

FILED: QUEENS COUNTY CLERK 09/05/2019 01:12 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 40

RECEIVED NYSCEF: 09/05/2019

5. The Oparajis commenced an action against CitiMortgage in Civil Court on April 8, 2011, claiming it breached the settlement of the 2007 foreclosure action.² By order entered July 17, 2012, the Civil Court (Hon. Anna Culley) granted Citi defendants summary judgment and dismissed the complaint.³ Mr. Oparaji appealed to the Appellate Term, which by order dated April 9, 2014, reversed summary judgment on the grounds Mr. Oparaji was not properly served with the motion papers.⁴

6. CitiMortgage moved for summary judgment a second time in May 2014, this time effecting proper service of the motion papers on Mr. Oparaji. By order dated August 18, 2014, the Civil Court (Hon. Jodi Orlow) granted CitiMortgage summary judgment.⁵ Mr. Oparaji moved to renew and reargue, which was denied by order entered November 28, 2014.⁶

7. Mr. Oparaji appealed and in May 2017 the Appellate Term affirmed the order granting summary judgment on grounds CitiMortgage "established its prima facie entitlement to judgment as a matter of law dismissing the complaint and that appellant did not raise a triable issue of fact in opposition."⁷ Mr. Oparaji moved to reargue the Appellate Term's decision and for permission to appeal to this Court. The Appellate Term entered a decision and order on September 28, 2017, denying this motion in its entirety.⁸

8. Not satisfied, Mr. Oparaji moved the Appellate Division for permission to appeal the Appellate Term's decision affirming summary judgment. The Appellate Division denied

² A true copy of the April 2011 complaint is attached as **Exhibit A**.

³ A true copy of the July 2012 decision is attached as **Exhibit B**.

⁴ A true copy of the April 2014 decision is attached as **Exhibit C**.

⁵ A true copy of the August 2014 decision is attached as **Exhibit D**.

⁶ A true copy of the November 2014 decision is attached as **Exhibit E**.

⁷ A true copy of the May 2017 decision is attached as **Exhibit F**.

⁸ A true copy of the September 2017 decision and order is attached as **Exhibit G**.

Attachment 14 to Complaint

FILED: QUEENS COUNTY CLERK 01/09/2020 01:52 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 110

RECEIVED NYSCEF: 01/09/2020

Short Form Order

NEW YORK SUPREME COURT - QUEENS COUNTY

Present: HONORABLE JANICE A. TAYLOR IAS Part 15
Justice

-----x
CITIMORTGAGE, INC. SUCCESSOR BY MERGER
TO ABN AMRO MORTGAGE GROUP INC.,

Plaintiff(s),

- and -

ADA OPARAJI, MAURICE OPARAJI,

Defendant(s).

-----x
ADA OPARAJI, MAURICE OPARAJI,

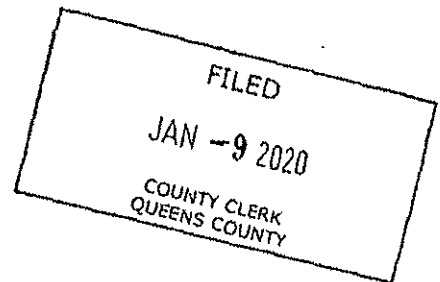
Counter-claimants

- and -

CITIMORTGAGE, INC., ABN AMRO MORTGAGE
GROUP INC., CITIBANK, N.A., RICHARD M.
BABECK, TERRY JOHNSON

Counter-defendant(s).

-----x



The following papers numbered 1 - 10 read on this motion by defendants for an order granting a default judgment on the counterclaim; and a cross-motion by plaintiff for an order preventing the defendants from making further motions.

Papers
Numbered

Notice of Motion-Affirmation-Exhibits-Service..... 1 - 4
Notice of Cross-Motion-Affirmation-Exhibits-Service... 5 - 8

Upon the foregoing papers it is **ORDERED** that the motion and cross-motion are considered together and decided as follows:

The instant motion is denied for the movants' failure to submit a working copy that comports with the Part Rules of the undersigned. The instant application is denied with leave to renew upon submission of a working copy that complies with the

FILED: QUEENS COUNTY CLERK 01/09/2020 01:52 PM

NYSCEF DOC. NO. 110

INDEX NO. 704318/2019

RECEIVED NYSCEF: 01/09/2020

requirements of the Part Rules for IAS Part 15.

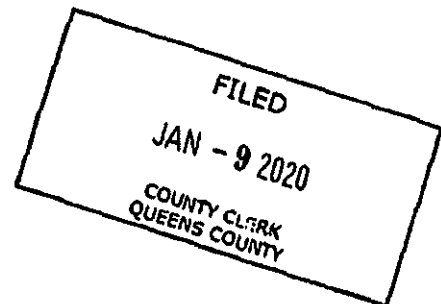
The cross-motion is also denied as the plaintiff has offered this court no legal basis for the relief sought.

Dated: January 7, 2020



JANICE A. TAYLOR, J.S.C.

H:\Decisions - Part 15\Decisions-2020\Default\704318-19_citimortgage_default_xmotion_SF0.wpd



Attachment 15 to Complaint

FILED: QUEENS COUNTY CLERK 04/23/2019 02:58 PM

NYSCEF DOC. NO. 25

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/23/2019

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS



2727775

INDEX # 704318/2019

CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN
AMRO MORTGAGE GROUP, INC.,
PLAINTIFF(S)

AFFIDAVIT OF
SERVICE BY MAIL

against

MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A
MAURICE UD OPARAJI, ET AL
DEFENDANT(S)

STATE OF NEW YORK
COUNTY OF SUFFOLK ss:

Rita Daley being duly sworn, deposes and says :

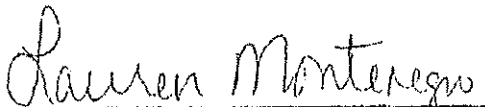
I am not a party to this action, am over the age of eighteen years, and reside in the State of New York.

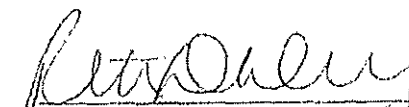
On 04/23/2019, I enclosed a copy of the Settlement Conference Request for Judicial Intervention in this action in a first class mail post-sealed envelope bearing the legend "personal and confidential" and not indicating on the outside of the envelope that the communication is from an attorney or concerns an alleged debt and deposited the envelope in an official depository under the exclusive care and custody of the U.S Postal Service within New York State, addressed to the following defendant at the last known address set forth below;

Name: MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI
Address: 245-11 133RD ROAD , ROSEDALE, NY 11422

The foregoing statements are true, under penalty of perjury.

Sworn to before me on : 4/23/19


NOTARY


Rita Daley

LAUREN MONTENEGRO
Notary Public, State of New York
No. 01MO8283797
Qualified in Suffolk County
Commission Expires June 17, 2021

Alstate Process Service Inc. - 60 Burt Drive Deer Park, NY 11729 - Tel: 631/667-1800 - Fax:
631/667-0302

DAVID A. GALLO & ASSOCIATES LLP - 99 POWERHOUSE ROAD ROSLYN HEIGHTS, NY
11575 16-277-6900
Client File: 7613.70

Attachment 16 to Complaint

FILED: QUEENS COUNTY CLERK 04/23/2019 02:58 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 27

RECEIVED NYSCEF: 04/23/2019

REQUEST FOR JUDICIAL INTERVENTION

UCS-940 (7/2012)

SUPREME COURT, COUNTY OF QUEENS

Index No: 704318/2019 Date Index Issued: 3/12/19

CAPTION: Enter the complete case caption. Do not use et al or et al. If more space is required, attach a caption rider sheet.

CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.

Plaintiff(s)/Petitioner(s)

-against-

MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI, THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE DEPARTMENT OF THE TREASURY, HARRIET BEIZER and "John Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten names being fictitious and unknown to plaintiff, the persons or parties intended being the tenants, occupants, persons, corporations or heirs at law, if any, having or claiming an interest in or lien upon the premises described in the complaint

Defendant(s)/Respondent(s)

NATURE OF ACTION OR PROCEEDING:

Check ONE box only and specify where indicated.

MATRIMONIAL

☐ Contested

NOTE: For all Matrimonial actions where the parties have children under the age of 18, complete and attach the MATRIMONIAL RJJ Addendum. For Uncontested Matrimonial actions, use RJJ form UD-13.

TORTS

☐ Asbestos☐ Breast Implant☐ Environmental:

(specify)

☐ Medical, Dental, or Podiatric Malpractice☐ Motor Vehicle☐ Products Liability:

(specify)

☐ Other Negligence:

(specify)

☐ Other Professional Malpractice:

(specify)

☐ Other Tort:

(specify)

OTHER MATTERS

☐ Certificate of Incorporation/Dissolution [see NOTE under Commercial]☐ Emergency Medical Treatment☐ Habeas Corpus☐ Local Court Appeal☐ Mechanic's Lien☐ Name Change☐ Pistol Permit Revocation Hearing☐ Sale or Finance of Religious/Not-for-Profit Property☐ Other:

(specify)

COMMERCIAL

☐ Business Entity (including corporations, partnerships, LLCs, etc.)☐ Contract☐ Insurance (where insurer is a party, except arbitration)☐ UCC (including sales, negotiable instruments)☐ Other Commercial:

(specify)

NOTE: For Commercial Division assignment requests [22 NYCRR § 202.70(a)], complete and attach the COMMERCIAL DIV RJJ Addendum.

REAL PROPERTY: How many properties does the application include?

☐ Condominium☒ Mortgage Foreclosure (specify):☒ Residential☐ Commercial

Property Address: 245-11 133RD RD, ROSEDALE, NY 11422

NOTE: For Mortgage Foreclosure actions involving a one- to four-family, owner-occupied, residential property, or an owner-occupied condominium, complete and attach the FORECLOSURE RJJ Addendum.

☐ Tax Certiorari - Section:

Block:

Lot:

☐ Tax Foreclosure☐ Other Real Property:

(specify)

SPECIAL PROCEEDINGS

☐ CPLR Article 75 (Arbitration) [see NOTE under Commercial]☐ CPLR Article 78 (Body or Officer)☐ Election Law☐ MHL Article 9.60 (Kendra's Law)☐ MHL Article 10 (Sex Offender Confinement-Initial)☐ MHL Article 10 (Sex Offender Confinement-Review)☐ MHL Article 81 (Guardianship)☐ Other Mental Hygiene:

(specify)

☐ Other Special Proceeding:

STATUS OF ACTION OR PROCEEDING:

Answer YES or NO for EVERY question AND enter additional information where indicated.

Has a summons and complaint or summons w/notice been filed?

YES NO

☒☐

If yes, date filed:

3/12/19

Has a summons and complaint or summons w/notice been served?

☒☐

If yes, date served:

4/17/2019

Is this action/proceeding being filed post-judgment?

☐☒

If yes, judgment date:

1/1/19

FILED: QUEENS COUNTY CLERK 04/23/2019 02:58 PM

NYSCEF DOC. NO. 27

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/23/2019

NATURE OF JUDICIAL INTERVENTION:

Check ONE box only AND enter additional information where indicated.

<input type="checkbox"/> Infant's Compromise		
<input type="checkbox"/> Note of Issue and/or Certificate of Readiness		
<input type="checkbox"/> Notice of Medical, Dental, or Podiatric Malpractice	Date Issue Joined: ____/____/____	
<input type="checkbox"/> Notice of Motion	Relief Sought: _____	Return Date: ____/____/____
<input type="checkbox"/> Notice of Petition	Relief Sought: _____	Return Date: ____/____/____
<input type="checkbox"/> Order to Show Cause	Relief Sought: _____	Return Date: ____/____/____
<input type="checkbox"/> Other Ex Parte Application	Relief Sought: _____	
<input type="checkbox"/> Poor Person Application		
<input type="checkbox"/> Request for Preliminary Conference		
<input checked="" type="checkbox"/> Residential Mortgage Foreclosure Settlement Conference		
<input type="checkbox"/> Writ of Habeas Corpus		
<input type="checkbox"/> Other (specify): _____		

RELATED CASES:

List any related actions. For Marital actions, include any related criminal and/or Family Court cases. If additional space is required, complete and attach the RJJ Addendum. If none, leave blank.

Case Title	Index/Case No.	Court	Judge (if assigned)	Relationship to Instant Case

PARTIES:

For parties without an attorney, check "Un-Rep" box AND enter party address, phone number and e-mail address in space provided. If additional space is required, complete and attach the RJJ Addendum.

Un-Rep	Parties: List parties in caption order and indicate party role(s) (e.g. defendant; 3rd-party plaintiff).	Attorneys and/or Unrepresented Litigants: Provide attorney name, firm name, business address, phone number and e-mail address of all attorneys that have appeared in the case. For unrepresented litigants, provide address, phone number and e-mail address.	Issue Joined (Y/N):	Insurance Carrier(s):
<input type="checkbox"/>	Name: See 2 in Addendum Role(s): Plaintiff	David A. Gallo David A. Gallo & Associates LLP 99 Powerhouse Road, Roslyn Heights, NY 11577 (516) 583-5330 (516) 583-5333 dgallo@msqrb.com	<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
<input checked="" type="checkbox"/>	Name: See 1 in Addendum Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	
<input type="checkbox"/>	Name: Role(s):		<input type="checkbox"/> YES <input type="checkbox"/> NO	

I AFFIRM UNDER THE PENALTY OF PERJURY THAT, TO MY KNOWLEDGE, OTHER THAN AS NOTED ABOVE, THERE ARE AND HAVE BEEN NO RELATED ACTIONS OR PROCEEDINGS, NOR HAS A REQUEST FOR JUDICIAL INTERVENTION PREVIOUSLY BEEN FILED IN THIS ACTION OR PROCEEDING.

Dated: 3.12.19

 SIGNATURE

1716034

ATTORNEY REGISTRATION NUMBER

David A. Gallo

PRINT OR TYPE NAME

Attachment 17 to Complaint

FILED: QUEENS COUNTY CLERK 08/26/2019 10:19 AM

NYSCEF DOC. NO. 33

INDEX NO. 704318/2019

RECEIVED NYSCEF: 08/26/2019

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

-----X
CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC.,

Index No.
704318/2019

Plaintiff,

**NOTICE OF
APPEARANCE**

-against-

MAURICE OPARAJI, et al.,

Defendants.
-----X

PLEASE TAKE NOTICE that Borchert & LaSpina, P.C. of 19-02
Whitestone Expressway, Suite 302, Whitestone, New York 11357 hereby
appears as co-counsel for plaintiff Citimortgage, Inc., successor by merger
to ABN Amro Mortgage Group, Inc. for the limited purpose of contesting
the allegations by defendants Maurice Oparaji and Ada Oparaji that they
did not sign the subject note and mortgage or that their signatures on same
are forged and demands service of all papers and pleadings in this action.

FILED: QUEENS COUNTY CLERK 08/26/2019 10:19 AM

NYSCEF DOC. NO. 33

INDEX NO. 704318/2019

RECEIVED NYSCEF: 08/26/2019

Dated: Whitestone, New York
August 20, 2019

Borchert & LaSpina, P.C.

By: 

Robert W. Frommer, Esq.

Co-Counsel for Plaintiff

19-02 Whitestone Expressway, Suite 302

Whitestone, New York 11357

Tel. (718) 767-3333

Email: rfrommer@blpcny.com

TO: Akerman LLP
Co-Counsel for Plaintiff
666 Fifth Avenue, 20th Floor
New York, NY 10103
Attn: Jordaan Smith, Esq.

Maurice Oparaji
Defendant, Pro Se
245-11 133 Road
Rosedale, NY 11422

Ada Oparaji
Defendant, Pro Se
12 Boylan Street
Newark, NJ 07106

FILED: QUEENS COUNTY CLERK 08/26/2019 10:19 AM

NYSCEF DOC. NO. 33

INDEX NO. 704318/2019

RECEIVED NYSCEF: 08/26/2019

AFFIRMATION OF SERVICE

Robert W. Frommer, an attorney admitted to practice law before the courts of the State of New York and before the United States District Courts for the Eastern and Southern Districts of New York affirms the truth of the following pursuant to CPLR 2106:

I am over 18 years of age and I am not a party to this action.

On August 20, 2019, I served the within Notice of Appearance upon:

Akerman LLP
666 Fifth Avenue, 20th Floor
New York, NY 10103
Attn: Jordan Smith, Esq.

Maurice Oparaji
245-11 133 Road
Rosedale, NY 11422

Ada Oparaji
12 Boylan Street
Newark, NJ 07106

the address designated for that purpose by depositing true copies of same enclosed in a postpaid properly addressed wrapper, by First Class Mail, in an official depository under the exclusive care and custody of the United States Postal Service within New York State.

Dated: Whitestone, New York
August 20, 2019


Robert W. Frommer, Esq.

Attachment 18 to Complaint

FILED: QUEENS COUNTY CLERK 08/27/2019 03:55 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 35

RECEIVED NYSCEF: 08/27/2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.

Plaintiffs,

-against-

ADA OPARAJI, MAURICE OPARAJI,
Defendants.

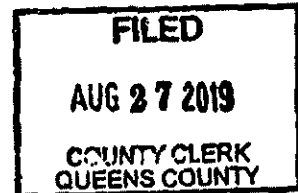
Index No. 704318/2019

NOTICE OF DEPOSITION

ADA OPARAJI, MAURICE OPARAJI
Counter-claimants,

-against-

CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A.;
RICHARD M. BABECK; TERRY JOHNSON
Counter-defendants,



SIRS:

PLEASE TAKE NOTICE, that pursuant to Article 31 of the Civil Practice Law and Rules, the testimony, upon oral examination of followings:

1. William P. Beckmann, 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63368;
2. Richard M. Babeck, 200 Water Street, New York, New York 10038 .
3. Terry Johnson, 399 Park Avenue, New York, New York 10043
4. Vera Mucci, 399 Park Avenue, New York, New York 10043
5. Jane Hong, Sutton Alliance, 515 Rockaway Avenue, Valley Stream, NY 115
6. Richard F. Geary, 4242 N Harlem Ave, Norridge, IL 60706-1231
7. MARGARET A. BEZY, 3290 6th Ave Unit 3e, San Diego, CA 4130
8. Natasha Stringer, 825 Wayland Drive, O'Fallon, MO 63366

FILED: QUEENS COUNTY CLERK 08/27/2019 03:55 PM

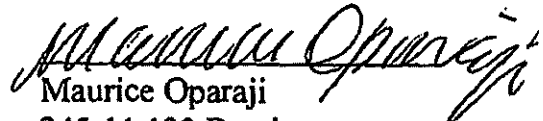
INDEX NO. 704318/2019

NYSCEF DOC. NO. 35

RECEIVED NYSCEF: 08/27/2019

The deposition of these individuals named above, as adverse parties, will be taken before a notary public who is not an attorney or employee of any attorney, for any party of prospective party herein and is not a person who would be disqualified to act as a juror because of interest or because of consanguinity or affinity to any party herein, at the Queens Supreme Court, 88-11 Sutphin Boulevard, Jamaica, New York, on Monday, October 28, 2019; Tuesday October 29, 2019; Wednesday, October 30, 2019; and Thursday, October 31, 2019, with respect to evidence material and necessary in the prosecution/defense of this action.

DATED: Queens, New York
August 26, 2019


Maurice Oparaji
245-11 133 Road
Rosedale, New York 11422
Tel: (347) 650-7895
mroparaji@yahoo.com

Jordan M. Smith
Akerman Senterfitt
666 FIFTH AVENUE, 20th Floor
New York, New York 10103
Tel: (212) 880-3800 Fax: (212) 880-8965
Email: jordan.smith@akerman.com

Ada Oparaji
12 Boylan Street
Newark, New Jersey 07106
(347) 276-6451
Email: queenoparaji@yahoo.com

Attachment 19 to Complaint

FILED: QUEENS COUNTY CLERK 08/27/2019 03:55 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 38

RECEIVED NYSCEF: 08/27/2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.

Plaintiffs,

-against-

ADA OPARAJI, MAURICE OPARAJI,
Defendants.

Index No. 704318/2019

AFFIDAVIT OF SERVICE

ADA OPARAJI, MAURICE OPARAJI
Counter-claimants,

-against-

CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A.;
RICHARD M. BABECK; TERRY JOHNSON
Counter-defendants,

FILED

AUG 27 2019

**COUNTY CLERK
QUEENS COUNTY**

PRINCE OPARAJI, being duly sworn, hereby certify that I am over
eighteen years of age, a resident of Queens County, City and State of New York;
and that I am not a party to this action.

That on August 26, 2019 I serve a copy of the within Defendant/Counter-
claimant, Maurice Oparaji's REQUESTS FOR ADMISSIONS, NOTICE TO
PRODUCE, NOTICE OF DEPOSITION, upon:

Jordan M. Smith
Akerman Senterfitt
666 FIFTH AVENUE, 20th Floor
New York, New York 10103
Tel: (212) 880-3800 Fax: (212) 880-8965
Email: jordan.smith@akerman.com

Attachment 20 to Complaint

LAW OFFICES OF
BORCHERT & LASPINA, P. C.
A PROFESSIONAL CORPORATION

19-02 WHITESTONE EXPRESSWAY • SUITE 302
WHITESTONE, NEW YORK 11357
TEL (718) 767-3333
FAX (718) 767-3309
E-MAIL - law@blpcny.com

GREGORY M. LASPINA
ROBERT W. FROMMER
EDWARD A. VINCENT
JASON P. SACKOOR

B. CAROL LENTI

HELMUT BORCHERT
OF COUNSEL

March 13, 2020

Ada Oparaji
245-11 133 Road
Rosedale, NY 11422

Maurice Oparaji
245-11 133 Road
Rosedale, NY 11422

Re: Citimortgage, Inc. v. Oparaji, et al..
Index No: 704318/2019

Dear Mr. and Ms. Oparaji:

Enclosed please find additional copies of the documents Bates Stamped as Citi0001 through Citi0174.

Very truly yours,



Robert W. Frommer

cc: **Via Email**
Jordan.Smith@akerman.com
Jordan M. Smith, Esq.
Akerman LLP

Attachment 21 to Complaint

FILED: QUEENS COUNTY CLERK 10/25/2019 04:08 PM

NYSCEF DOC. NO. 79

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/25/2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS****CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.**

Plaintiff,

against-

**ADA OPARAJI, MAURICE OPARAJI,
Defendants.**

Index No. 704318/2019

**Hon. Justice Janice Taylor
Courtroom: 41****NOTICE OF MOTION TO
COMPEL AND PRECLUDE****CAL #: 3 - Returnable: 11/12/2019****ADA OPARAJI, MAURICE OPARAJI,
Defendant/Counter-claimant,**

-against-

**CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A.;
RICHARD M. BABECK; TERRY JOHNSON,
Counter-defendants,****PLEASE TAKE NOTICE**, that upon the affidavit of Maurice Oparajisworn to on 23rd day of October, 2019; upon attached NOTICE TO PRODUCE
AND NOTICE OF DEPOSITION, dated September 10, 2019; and upon attached
Maurice Oparaji and Ada Oparaji's Affidavit of Forgery sworn to on October 23,2019; Maurice Oparaji will move this Court on **November 12, 2019**, before the
Honorable Janice Taylor, Justice of Supreme Court of State of New York,

A.M at the County Courthouse, located at 88-11 Sutphin Boulevard, Jamaica, New York

11435, or as soon thereafter as parties, for an Order Compelling discovery

or in the alternative for an Order of the Court Precluding the Plaintiff's Counter

Parties from filing any further affidavits or notices of deposition.

Queens County Clerk's Office
Paym 2829981 10/25/2019 4:03p
Cashier DJAGDHAR Registered # 1Queens County Clerk's Office
Paym 2829981 10/25/2019 4:03p
Cashier DJAGDHAR Registered # 1
Tr-3664235
Documents by At Court
704318/2019 NOTICE OF DEPOSITION
9:30
\$45.00

FILED: QUEENS COUNTY CLERK 10/25/2019 04:08 PM

NYSCEF DOC. NO. 79

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/25/2019

Defendants from offering evidence at trial of the undisclosed demands in this action; and such other and further relief as this Court may seem just and proper.

Dated: Queens, New York
October 23, 2019


Maurice Oparaji
245-11 133 Road,
Rosedale, NY
(718) 978-3581

TO: Akerman LLP,
Attorneys for plaintiff/ Counter-defendant CitiMortgage, Inc.
666 Fifth Avenue, 20th Floor
New York, New York 10103
212-880-3800

FILED: QUEENS COUNTY CLERK 10/25/2019 04:08 PM

NYSCEF DOC. NO. 79

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/25/2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

**CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.**

Plaintiffs,

against-

ADA OPARAJI, MAURICE OPARAJI,

Defendants.

Index No. 704318/2019

**AFFIDAVIT IN SUPPORT OF
MOTION TO COMPEL
AND PRECLUDE**

RETURN DATE: November 12, 2019

ADA OPARAJI, MAURICE OPARAJI

Counter-claimants,

-against-

**CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A.;
RICHARD M. BABECK; TERRY JOHNSON**

Counter-defendants,

Maurice Oparaji, being duly sworn, deposes and says as follows:

1. I am the plaintiff in the above titled action. As such, I have personal knowledge with the facts of this action and the proceedings heretofore.
2. Plaintiff respectfully submits this Affidavit In Support of Motion, pursuant to CPLR 3126(3), striking defendants' answer for failure to provide discovery; or in the alternative, pursuant to CPLR 3126, precluding defendants from introducing evidence related to the information demanded in plaintiff's NOTICE TO PRODUCE AND NOTICE OF DEPOSITION or in the alternative, pursuant to

FILED: QUEENS COUNTY CLERK 10/25/2019 04:08 PM

NYSCEF DOC. NO. 79

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/25/2019

CPLR 3124, compelling defendants to respond to plaintiff's within NOTICE TO PRODUCE AND NOTICE OF DEPOSITION, dated September 10, 2019.

3. Defendant/Counter-claimant Maurice Oparaji's efforts and good faith to resolve the documents requested have met with evasion and game playing at every turn.
4. When Defendant/Counter-claimant Maurice Oparaji did not received the discovery demands from the Plaintiffs/Counter Defendants, on October 10, 2019, Defendant/Counter-claimant Maurice Oparaji made efforts to resolve the documents requested; Defendant/Counter-claimant Maurice Oparaji called Plaintiffs/Counter Defendants' counsel on 212-880-3800 and left a message, but Plaintiffs/Counter Defendants' counsel did not return his call; hence, this motion.
5. This motion is based on all of the pleadings, files, discovery notices, and records herein.
6. Defendant/Counter-claimant Maurice Oparaji has previously served and filed a Demand for Discovery (the "Demand") on dated September 10, 2019.
7. A copy of the Demand is annexed as Exhibit "A". The Demand called for the plaintiffs to produce certain documents required to be disclosed to the Defendant/Counter-claimant Maurice Oparaji and made available for inspection.

FILED: QUEENS COUNTY CLERK 10/25/2019 04:08 PM

NYSCEF DOC. NO. 79

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/25/2019

Defendant/Counter-claimant Maurice Oparaji seeks an Order compelling the
 Plaintiffs/Counter Defendants to turn over the following records:

1. **PRODUCED**
2. **PRODUCED THE MORTGAGE ONLY - FAILED** to produce a copy of October 24, 2003 Promissory Note.
3. Produce a copy of March 31 and April 1, 2004 Original Mortgage and Promissory Note.
4. Provide an itemized accounting/validation of that the debt that plaintiff/Counter-Defendant CitiMortgage, Inc claims unpaid.
5. Provide all monies reflected in the unapplied holding account.
6. All documents which are related to the subject loan transaction including but not limited to the Notes, security agreements, mortgages, assignments, allonges, insurance agreements, pooling and servicing agreements and any and all other documents that relate or reference in any way the loan, or Plaintiff's ability to service the loan, which is the subject of this instant litigation.
7. All documents which show the exact date that Plaintiff came into possession of the Note(s) in question.
8. All documents which show that Plaintiff/Counter-Defendant CitiMortgage or its agents held, received, or was in possession of the original note on or before March 12, 2019.
9. All agreements, contracts, or other documents which support the responses Plaintiff/Counter-Defendant CitiMortgage or its agents made to Defendant/Counter-claimant's First Set of Admissions.
10. If the Plaintiff claims that this mortgage and note are held in trust and the Plaintiff is associated with said trust, please produce any relevant mortgage loan schedule which should include the Mortgagor's name, loan identification number, the property address, etc. Please also produce any exceptions schedule which shows what mortgages were not transferred into the trust.
11. Any corporate resolution, power of attorney, contract, or document which shows that all parties which are able to act as servicing agent or otherwise authorized to act on behalf of Plaintiff/Counter-Defendant CitiMortgage with regard to the note or mortgage attached to the complaint.
12. All correspondence generated by any party concerning the loan transaction, mortgage or note in question, and instant foreclosure, from the May 1, 2007 until the date of responding to this request.
13. All telephone log sheets, computer printouts and any other internal memoranda or notes concerning this account.

FILED: QUEENS COUNTY CLERK 10/25/2019 04:08 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 79

RECEIVED NYSCEF: 10/25/2019

14. All executed or unexecuted, recordable or non-recordable assignments associated in any way with the subject loan including, but not limited to, assignments, transfers, allonges or any other document that purports to transfer the interest in the subject note and mortgage to any party from the date of its inception until the date of answering these requests for production.
15. All contracts between the Plaintiff and any person or entity responsible for servicing the mortgage and/or note.
16. All contracts, agreements and any other documents which show how and when the note and mortgage that are at dispute in this transaction came into possession of the Plaintiff/Counter-Defendant CitiMortgage or to another party.
17. All notices sent to Defendant/Counter-claimant, Maurice Oparaji pursuant to the Mortgage.
18. All documents which show the (1) name of the computer system that holds, processes, creates documents, prepares data, maintain, analysis, and otherwise contain the documents, information, data compilations, codes, and records of Defendant/Counter-claimant, Maurice Oparaji's purported mortgage, note, payment history, indebtedness, lender placed insurance, hazard insurance, late charges, appraisal, property inspections, brokers price opinions, title charges, title updates, etc., (2) the date of the system was created, (3) who maintains the system, (4) who developed the system, (5) what tasks the system performs, (6) who has access to the system, (7) how often the system is audited for accuracy, (8) how information is boarded or input into the system, (9) who boards the information into the system, and (10) where the server to the system is located.
19. Any and all bailee letters or other documents or data compilations which show who owned, held, serviced, or otherwise had any rights to enforce the note or mortgage attached to Plaintiff/Counter-Defendant CitiMortgage's complaint.
20. All documents that borrower sent to lender, or its successors and assigns that designates a substitute address by which notices should be sent under the mortgage.
21. All assignments of mortgage upon which Plaintiff/Counter-Defendant CitiMortgage relies on.
22. All documents that Plaintiff/Counter-Defendant CitiMortgage intends to rely on at trial
23. A copy of the mortgage loan schedule which reference the instant note or mortgage.
24. A copy of all Requests for Release of Documents which reference the instant note or mortgage.
25. All written notices to either Defendant or Defendants which notify them of the assignment of the note at issue to another entity.
26. All communications regarding or relating to the creation of the Assignment of Mortgage.

FILED: QUEENS COUNTY CLERK 10/25/2019 04:08 PM

NYSCEF DOC. NO. 79

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/25/2019

- 27. All communications and instructions between Richard M. Babeck or Citibank, N.A. and ABN Amro Mortgage Group, Inc.
 - 28. Provide name, address, and phone number, of the Notary Public who notarized the mortgagors at page 10 of 10 of the March 31, 2004 mortgage attached to the complaint, dated April 1, 2004.
 - 29. Provide all documents that Plaintiff/Counter-Defendant CitiMortgage is the mortgage and holder of the subject note and mortgage.
 - 30. Provide all documents, including Mortgage disclosure under the Real Estate Settlement Procedures Act (RESPA), the Truth in Lending Act (TILA), Closing Disclosure, Loan Estimate, good faith, and closing documents to the March 31, 2004 mortgage. . (**EXHIBIT A**); see also **EXHIBIT C**.
8. Defendant/Counter-claimant Maurice Oparaji seeks an Order compelling the Plaintiffs/Counter Defendants to produce the following individuals for deposition:
- 1. William P. Beckmann, 1000 TECHNOLOGY DRIVE, O'FALLON, MO 63368;
 - 2. Richard M. Babeck, 200 Water Street, New York, New York 10038
 - 3. Terry Johnson, 399 Park Avenue, New York, New York 10043
 - 4. Vera Mucci, 399 Park Avenue, New York, New York 10043
 - 5. Jane Hong, Sutton Alliance, 515 Rockaway Avenue, Valley Stream, NY 115
 - 6. Richard F. Geary, 4242 N Harlem Ave, Norridge, IL 60706-1231
 - 7. MARGARET A. BEZY, 3290 6th Ave Unit 3e, San Diego, CA 4130
 - 8. Natasha Stringer, 825 Wayland Drive, O'Fallon, MO 63366. (**EXHIBIT B**); see also **EXHIBIT D**.
9. In 2015 at the Civil Court of the City of New York, Defendant/Counter-claimant Maurice Oparaji made similar demands, but these plaintiffs/Counter Defendants think they above the law. The Court should

FILED: QUEENS COUNTY CLERK 10/25/2019 04:08 PM

NYSCEF DOC. NO. 79

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/25/2019

take Judicial Notice of Maurice Oparaji and Ada Oparaji's Affidavit of

Forgery sworn to on October 23, 2019 and exhibits annexed hereto.

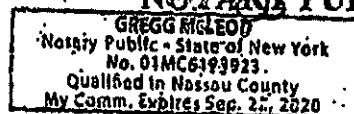
10. A copy of Maurice Oparaji and Ada Oparaji's Affidavit of Forgery sworn to on October 23, 2019, including exhibits is annexed hereto.

11. The Defendant/Counter-claimant Maurice Oparaji respectfully requests the right to make any and all further motions as may be necessary, based upon information and disclosure which may result from the granting of the request made herein, and/or information received from any record within a reasonable time.

WHEREFORE, the affiant, upon the foregoing grounds respectfully requests this Court to grant the relief sought herein, and for such other and further relief as to this Court may seem just and proper.

Sworn to before me
this 23rd day of October, 2019


NOTARY PUBLIC




MAURICE OPARAJI

Attachment 22 to Complaint

FILED: QUEENS COUNTY CLERK 01/06/2020 10:47 AM

NYSCEF DOC. NO. 108

INDEX NO. 704318/2019

RECEIVED NYSCEF: 01/06/2020

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.

Plaintiffs,

-against-

ADA OPARAJI, MAURICE OPARAJI,
Defendant

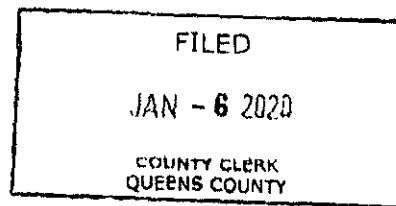
Index No. 704318/2019

AFFIDAVIT OF SERVICE

ADA OPARAJI, MAURICE OPARAJI
Counter-claimants,

-against-

CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A.;
RICHARD M. BABECK; TERRY JOHNSON
Counter-defendants,



PRINCE OPARAJI, being duly sworn, hereby certify that I am over
eighteen years of age, a resident of Queens County, City and State of New York;
and that I am not a party to this action.

That on January 6, 2020 I serve a copy of the within Defendant/Counter-
Claimant, Ada Oparaji's Combined Demands for Disclosure of Witness Expects
and Party Statements, upon:

FILED: QUEENS COUNTY CLERK 01/06/2020 10:47 AM

NYSCEF DOC. NO. 108

INDEX NO. 704318/2019

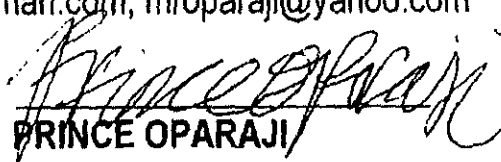
RECEIVED NYSCEF: 01/06/2020

Robert W. Frommer
19-02 Whitestone Expwy, Suite 302
Whitestone, NY 11357
Tel: 718-767-3333
Email: rfrommer@blpcny.com

Jordan Michael Smith
666 Fifth Avenue, 20th Floor
New York, New York 10103
Tel: (212) 880-3800
Email: jordan.smith@akerman.com

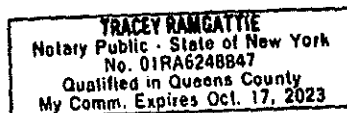
Maurice Oparaji
245-11 133 Road
Rosedale, New York 11422
Tel: (347) 650-7895
Email: mroparaji@yahoo.com

by mailing the same in a sealed envelope, with postage prepaid thereon, in a post-office of the United States Postal Service within the State of New York; also Via Email: rfrommer@blpcny.com, jordan.smith@akerman.com, mroparaji@yahoo.com


PRINCE OPARAJI

Sworn to before me
this 6th day of January, 2020


NOTARY PUBLIC



Attachment 23 to Complaint

FILED: QUEENS COUNTY CLERK 04/23/2019 02:58 PM

NYSCEF DOC. NO. 22

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/23/2019



2727756

Affidavit of Service by Mail
PURSUANT TO CPLR 3215

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS

CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN
AMRO MORTGAGE GROUP, INC.,

-against-

MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A
MAURICE UD OPARAJI, ET AL

Att File: 7613.70
Internal Id: 2727756
Index: 704318/2019
S & C Filed: 03/12/2019

State of New York
County of Suffolk ss.:

Joseph Leggio being duly sworn, deposes and says deponent is not a party to this action and is over the age of eighteen years and resides in the State of New York.


That on 4-22-19 Deponent mailed a copy of the **SUMMONS and 1303 Notice** in this action on those defendants listed below by first class mail in an envelope bearing the legend "personal and confidential" and not indicating on the outside of the envelope that the communication is from an attorney or concerns an alleged debt.

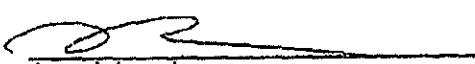
Defendant(s): MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI
245-11 133RD ROAD, ROSEDALE, NY 11422

Said mailing(s) was made to the Defendant(s) place of residence.

The foregoing statements are true, under penalty of perjury.

Sworn to before me on : 4/23/19


SUSAN R. RAMIREZ
Notary Public, State of New York
No. 01RA5002939
Qualified in Suffolk County
Commission Expires Oct. 13, 2022


Joseph Leggio

Attachment 24 to Complaint

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.

Plaintiff,

against-

ADA OPARAJI, MAURICE OPARAJI,
Defendants,

Index No. 704318/2019

**Judicial Notice for Plaintiff/Counter-
Defendant's Failure to Appear at the
5/5/2021 VIRTUAL CONFERENCE**

ADA OPARAJI, MAURICE OPARAJI,
Defendants/Counter-claimants,

-against-

CITIMORTGAGE, INC; ABN AMRO
MORTGAGE GROUP, INC; CITIBANK, N.A
RICHARD M. BABECK; TERRY
JOHNSON,

Counter-defendants.

The Clerk's Office
Queens County Supreme Court, Civil Term
88-11 Sutphin Blvd.,
Jamaica, NY 11435

I am the defendant/counter-claimant in the above titled action. As such, I have personal knowledge with the facts of this action, from the Court's record, David Gallo of David A. Gallo & Associates LLP, 99 Powerhouse Road, Roslyn Heights, NY 11577, 516-583-5330, dgallo@msgarb.com, is still the attorney of record in this matter.

Defendant/Counter-claimant Maurice Oparaji believes in the rule of law; as a result, the appearance of Jordan M. Smith of Akerman LLP who has not been

substituted in accordance with CPLR §321(b) should be disregarded. (*Kitsch v. Riker Oil Co.*, 23 AD2d 502).

The undersigned Maurice Oparaji defendant/counter-claimant, requeststhat the Court take judicial notice of the contents of this case; no record of consent to change, no substitute of attorney, and no Order of the Court to withdraw or be changed. Jordan M. Smith of Akerman LLP is not the attorney of record.

The undersigned Maurice Oparaji defendant/counter-claimant attached herein a Foreclosure Settlement Conference Status Form dated 5/5/2021 as Exhibit "A"

RESPECTFULLY SUBMITTED this 11th day of May 11, 2021.



Maurice Oparaji
Defendant/Counter-claimant
245-11 133 Road
Rosedale, NY 11422
(347) 650-7895

Copy to:

David Gallo
David A. Gallo & Associates LLP
99 Powerhouse Road. First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgrb.com

Ada Oparaji
Defendant/Counter-claimant
12 Boylan Street
Newark, New Jersey 07106
queenoparaji@yahoo.com

EXHIBIT A.

FORECLOSURE SETTLEMENT CONFERENCE STATUS FORMSupreme Court of the State of New York County of Queens

Cilimortgage

Plaintiff(s), v. Index No.: 704318/2019

Maurice Oparaji

Defendant(s)

of prior conferences _____

A Residential Foreclosure Conference was held on May 5, 2021Appearances For Plaintiff(s) ("P") ☐ Retained Counsel ☐ Per Diem

Jordan Smith

Name:

jordan.smith@akerman.com/212-880-3838

Email/Phone:

Akerman LLP

Law Firm:

Loan Servicer:

For Defendant(s) ("D") ☐ Unrepresented ☐ Retained Counsel ☐ Limited Representation ☐ Other

Maurice Oparaji

Name:

mroparaji@yahoo.com/347-650-7895

Email/Phone:

Law Firm:

Servicer Provider:

Other: _____

- ☐ Defendant Filed and Served an Answer, Default Vacated ☐ Defendant did NOT file an Answer
- ☐ On _____ [date], D submitted an initial/updated modification/short sale package to P.
- ☐ On _____ [date], P requested that D submit the following additional documents:

☐ P did not comply with this Court's prior directive dated _____, in that: _____☐ D did not comply with this Court's prior directive dated _____, in that: _____**FOLLOWING A SETTLEMENT CONFERENCE, IT IS HEREBY DIRECTED THAT:**

- ☐ By _____ [date], P shall provide to D a loan modification/short sale application.
- ☐ By _____ [date], D shall submit to P a completed loan modification/short sale application.
- ☐ By _____ [date], P shall send Missing Document Letter, if necessary.
- ☐ By _____ [date], D shall respond to the Missing Document Letter.
- ☐ Other: AO 157/20 and 341/20: Defendant Maurice Oparaji stated he has no hardship due to COVID-19.

Defendant Ada Oparaji did not appear. Plaintiff to mail and e-mail this form to defendant Ada Oparaji and submit proof of service.Adjourned for appearance of defendant Ada Oparaji.Defendant objected to the appearance of Akerman LLP arguing they are not counsel of record. Objection is noted.

- ☐ Case Settled by loan modification (FSCLMR) (FSCLMU) ☐ Case Dismissed (FSCDISMR) (FSCDISMU) _____
- ☐ Case Settled other than loan modification (FSCOTR) (FSCOTU)
- ☐ loan reinstatement ☐ loan satisfaction ☐ MHA ☐ short sale ☐ Deed in Lieu
- ☐ Case Discontinued. P shall file a Notice of Discontinuance and serve a Certified Copy of such Discontinuance, upon D within (45) days of the date herein. (FSCDISCR) (FSCDISCU)
- ☐ Case is not settled and P may proceed with the action. Unless otherwise directed by the Court, failure to proceed will result in dismissal of the action. (FSCCNSR) (FSCCNSU)
- ☐ Stayed pending other outcome (FSCSTAYR) (FSCSTAYU)
- ☐ D failed to appear at the scheduled conference, P to proceed with action. (FSCDFTR) (FSCDFTU)

The court directs an adjournment to May 25, 2021 at 9:30 a.m.☒ For a further conference. ☐ Trial modification. (FSCCTDR) (FSCCTDU)Directed by: Daniel S. Gordon

P acknowledges receipt by signing below:

D acknowledges receipt by signing below:

Date: 5/5/2021

Revised 01.01.17

Signature

Signature

[LINK TO AO 157/20 - AO 341/20 CONFERENCES](#)

Yahoo Mail - Index #: 704318/2019; CITIMORTGAGE, INC., ...

<https://mail.yahoo.com/d/folders/2/messages/249559?.intl=za&g...>

Index #: 704318/2019; CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO
MORTGAGE GROUP, INC. v. MAURICE H. OPARAJI et al

From: prince oparaji (mroparaji@yahoo.com)

To: dgallo@msgrib.com; queenoparaji@yahoo.com

Date: Tuesday, May 11, 2021, 3:54 PM EDT

David Gallo
David A. Gallo & Associates LLP
99 Powerhouse Road, First Floor
Roslyn Heights, NY 11577
516-583-5330
dgallo@msgrib.com

Ada Oparaji
Defendant/Counter-claimant
12 Boylan Street
Newark, New Jersey 07106
queenoparaji@yahoo.com

Dear Sir/Madam:

Attached herein, please find a copy of the request that the Court take judicial notice of the contents of this case; no record of consent to change, no substitute of attorney, and no Order of the Court to withdraw or be changed. Jordan M. Smith of Akerman LLP is not the attorney of record.

/s/Maurice Oparaji



2021_05_11_15_42_29.pdf
181.9kB



NYSCEF - Queens County Supreme Court Confirmation Notice



The NYSCEF website has received an electronic filing on 05/11/2021 04:02 PM. Please keep this notice as a confirmation of this filing.

704318/2019

**CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP,
INC. v. MAURICE H. OPARAJI et al
Assigned Judge: CC COMPLIANCE**

Documents Received on 05/11/2021 04:02 PM

Doc #	Document Type
249	FORECLOSURE -SETTLEMENT CONFERENCE INELIGIBLE AFFIRMATION Request that the Court take judicial notice of the contents of this case; no record of consent to change, no substitute of attorney, and no Order of the Court to withdraw or be changed. Jordan M. Smith of Akerman LLP is not the attorney of record.
250	PROOF OF SERVICE Proof of Service

Filing User

Maurice Oparaji | mroparaji@yahoo.com | 718-978-3581
245-11 133 Road, Rosedale, NY 11422

E-mail Notifications

An email regarding this filing has been sent to the following on 05/11/2021 04:02 PM:

STEFAN M. CANIZARES - stefan.canizares@akerman.com

ROBERT W. FROMMER - rfrommer@blpcny.com

DAVID A. GALLO - efilings@msgrb.com

Maurice Oparaji - mroparaji@yahoo.com

BETH P. SCHWARTZ - beth.schwartz@usdoj.gov

VICTOR M. SERBY - serbyv@gmail.com

JORDAN M. SMITH - jordan.smith@akerman.com

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court - apheffer@nycourts.gov
Phone: 718-298-0173, 718-298-0601 Website: <https://www.nycourts.gov/COURTS/11jd/queensclerk>

NYSCEF Resource Center, nyscef@nycourts.gov
Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: www.nycourts.gov/efile



NYSCEF - Queens County Supreme Court Confirmation Notice



704318/2019

**CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP,
INC. v. MAURICE H. OPARAJI et al**

Assigned Judge: CC COMPLIANCE

Email Notifications NOT Sent

Role	Party	Attorney
Respondent	ADA PATIENCE OPARAJI	No consent on record.
Respondent	John Doe	No consent on record.
Respondent	if any, having or claiming an interest in or lien upon	No consent on record.

* Court rules require hard copy service upon non-participating parties and attorneys who have opted-out or declined consent.

Audrey I. Pheffer, Queens County Clerk and Clerk of the Supreme Court - apheffer@nycourts.gov

Phone: 718-298-0173, 718-298-0601 Website: <https://www.nycourts.gov/COURTS/11jd/queensclerk>

NYSCEF Resource Center, nyscef@nycourts.gov

Phone: (646) 386-3033 | Fax: (212) 401-9146 | Website: www.nycourts.gov/efile

Attachment 25 to Complaint

FILED: QUEENS COUNTY CLERK 04/09/2019 04:55 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 13

RECEIVED NYSCEF: 04/09/2019

STATE OF NEW YORK SUPREME COURT
COUNTY OF QUEENS

Index No. 704318/2019

CITIMORTGAGE, INC., SUCCESSOR BY
MERGER TO ABN AMRO MORTGAGE
GROUP, INC., et al.

Plaintiffs,

-against-

ADA OPARAJI, MAURICE OPARAJI, et al
Defendants.

AFFIDAVIT OF SERVICE

PRINCE OPARAJI, being duly sworn, deposes and says that I am not a party to this action, am over 18 years of age and resides in Queens County, City and State of New York; that on the 9th day of April, 2019, I served defendant Maurice Oparaji's Verified Answer with Counterclaim, Notice of Opt-Out from participation in action subject to mandatory electronic filing, and attachments, upon:

DAVID A. GALLO & ASSOCIATES LLP,
Attorneys for Plaintiff
99 Powerhouse Road – First Floor
Roslyn Heights, NY 11577

ABN Amro Mortgage Group, Inc
329 Hempstead Turnpike
West Hempstead, NY 11552

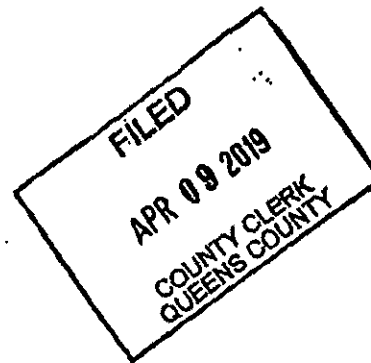
Richard M. Babeck
200 Water Street
New York, New York 10038

Terry Johnson
399 Park Avenue
New York, New York 10043

Ada Oparaji
12 Boylan Street
Newark, New Jersey 07106

Sworn to before me
this 9th day of April, 2019

Gregg McLeod
NOTARY PUBLIC



Prince Oparaji
PRINCE OPARAJI



GREGG MCLEOD
Notary Public - State of New York
No. 01MC6193923
Qualified in Nassau County
My Comm. Expires Sep. 22, 2020

Attachment 26 to Complaint

FILED: QUEENS COUNTY CLERK 04/05/2019 05:01 PM

NYSCEF DOC. NO. 9

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/05/2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS****AFFIDAVIT OF SERVICE*****2729318***

Index no :704318/2019

Plaintiff(s):	CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.,
Defendant(s):	MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, ET AL

**STATE OF NEW YORK
COUNTY OF SUFFOLK ss.:**

Joseph Leggio, the undersigned, being duly sworn, deposes and says that I was at the time of service over the age of eighteen and not a party to this action. I reside in the STATE OF NEW YORK.

On 04/03/2019 at 3:46 PM, deponent served the within 1303 NOTICE-Help for Homeowners in Foreclosure in bold fourteen-point type and printed on colored paper, that is other than the color of the summons and verified complaint, and the title of the notice printed in bold twenty-point type in compliance with RPAPL Sect 1303.; SUMMONS AND VERIFIED COMPLAINT AND NOTICE OF PENDENCY AND E-FILE NOTICE; CERTIFICATE OF MERIT Bearing Index Number 704318/2019 and date of filing of 03/12/2019 on MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD-OPARAJI at 245-11 133RD ROAD, ROSEDALE, NY 11422 in the manner indicated below:

AFFIXED TO DOOR: By taping a true copy of each to the door of said premises, which is defendant's place of residence within the state. Deponent was unable, with due diligence to find defendant or a person of suitable age and discretion after having attempted personal delivery on;

3/22@3:21PM;3/25@2:04PM;4/3@3:46PM - YELLOW SIDED RESIDENCE/BLACK DOOR / LAST KNOWN ADDRESS

On 04-5-19, deponent enclosed a copy of above mentioned documents to MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD-OPARAJI at said defendant's actual place of residence, at 245-11 133RD ROAD, ROSEDALE, NY 11422 in a 1st Class postpaid properly addressed envelope not indicating that the mailing was from an attorney or concerned legal action and marked "Personal and Confidential" in an official depository under the exclusive care and custody of the United States Post Office.

Sworn to and subscribed before me on 4-5-19 X

ILANA JAZMIN WOLNEY
 Notary Public, State of New York
 No. 01W06246283
 Qualified in Suffolk County
 Commission Expires Aug. 8, 2019

Joseph Leggio
 License#: 1273575
 Alstate Process Service Inc.
 60 Burt Drive
 Deer Park, NY 11729
 631/667-1800

DAVID A. GALLO & ASSOCIATES LLP
 99 POWERHOUSE ROAD
 FIRST FLOOR
 ROSLYN HEIGHTS, NY 11577
 516-277-6900

Atty File#: 7613.70

Commission Expires Aug. 8, 2019
 Qualified in Suffolk County
 No. 01W06246283
 Notary Public, State of New York
ILANA JAZMIN WOLNEY

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 1

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

**CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO
ABN AMRO MORTGAGE GROUP, INC.,**

Plaintiff,

-against-

**MAURICE H. OPARAJI A/K/A MAURICE OPARAJI
A/K/A MAURICE UD OPARAJI, ADA PATIENCE
OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI,
THE UNITED STATES OF AMERICA INTERNAL
REVENUE SERVICE DEPARTMENT OF THE
TREASURY, HARRIET BEIZER and "John Doe" and/or
"Jane Doe" # 1-10 inclusive, the last ten names being fictitious
and unknown to plaintiff, the persons or parties intended being
the tenants, occupants, persons, corporations or heirs at law, if
any, having or claiming an interest in or lien upon the premises
described in the complaint,**

Defendants.

**Index No.
Date Filed:**

SUMMONS

**Plaintiff designates
Queens County as the
place of trial based on
the location of the
mortgaged premises in
this action.**

**We are attempting to collect a debt, and any information obtained will be used for
that purpose.**

To the above-named defendants:

**YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a
copy of your answer, or, if the complaint is not served with this summons, to serve a notice of
appearance, on the plaintiff's attorneys within twenty (20) days after the service of this summons,
exclusive of the day of service (or within thirty (30) days after the service is complete if this
summons is not personally delivered to you within the State of New York) or within (60) days
after service of this summons if it is the United States of America; and in case of your failure to
appear or answer, judgment will be taken against you by default for the relief demanded in the
complaint.**

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 1

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

NOTICE

YOU ARE IN DANGER OF LOSING YOUR HOME

If you do not respond to this summons and complaint by serving a copy of the answer on the attorney for the mortgage company who filed this foreclosure proceeding against you and filing the answer with the court, a default judgment may be entered and you can lose your home. Speak to an attorney or go to the court where your case is pending for further information on how to answer the summons and protect your property. Sending a payment to your mortgage company will not stop this foreclosure action.

YOU MUST RESPOND BY SERVING A COPY OF THE ANSWER ON THE ATTORNEY FOR THE PLAINTIFF (MORTGAGE COMPANY) AND FILING THE ANSWER WITH THE COURT.

NOTICE OF NATURE OF ACTION AND RELIEF SOUGHT

This is an action to foreclose a mortgage lien on the premises described herein.

The object of the above captioned action is to foreclose a Mortgage to secure \$264,700.00 and interest, recorded in the Office of the City Register of Queens County on October 20, 2004 in CRFN 2004000648680, covering premises known as 245-11 133RD RD, ROSEDALE, COUNTY OF QUEENS, CITY AND STATE OF NEW YORK 11422 (BLOCK 13209 AND LOT 80).

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 1

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

The relief sought in the within action is a final judgment directing the sale of the premises described above. The Plaintiff also seeks a deficiency judgment against the Defendant, MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, for any debt secured by said Mortgage which is not satisfied by the proceeds of the sale of said premises, unless discharged in bankruptcy.

Dated: Roslyn Heights, New York

3/12, 2019

DAVID A. GALLO & ASSOCIATES LLP

By: 

DAVID A. GALLO, ESQ.

Attorneys for Plaintiff

99 Powerhouse Road - First Floor

Roslyn Heights, NY 11577

(516) 583-5330

(516) 583-5333 - fax

TO: MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD
OPARAJI
245-11 133RD RD
ROSEDALE, NY 11422

ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI
245-11 133RD RD
ROSEDALE, NY 11422

THE UNITED STATES OF AMERICA INTERNAL REVENUE SERVICE
DEPARTMENT OF THE TREASURY
10 METROTECH CENTER
625 FULTON STREET
BROOKLYN, NY 11201

HARRIET BEIZER
108-18 QUEENS BLVD.
FOREST HILLS, NY 11375

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 2

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

**CITIMORTGAGE, INC., SUCCESSOR BY MERGER
TO ABN AMRO MORTGAGE GROUP, INC.,**

Plaintiff,

-against-

**MAURICE H. OPARAJI A/K/A MAURICE OPARAJI
A/K/A MAURICE UD OPARAJI, ADA PATIENCE
OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA
OPARAJI, THE UNITED STATES OF AMERICA
INTERNAL REVENUE SERVICE DEPARTMENT
OF THE TREASURY, HARRIET BEIZER and "John
Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten
names being fictitious and unknown to plaintiff, the
persons or parties intended being the tenants, occupants,
persons, corporations or heirs at law, if any, having or
claiming an interest in or lien upon the premises
described in the complaint,**

Defendants.

Index No.

NOTICE OF PENDENCY

NOTICE IS HEREBY GIVEN that an action has been commenced and is pending in this Court upon a verified complaint of the above named Plaintiff against the above named Defendants for the foreclosure of a Mortgage dated March 31, 2004, executed by MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI and ADA PATIENCE OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA OPARAJI, as Mortgagors, to ABN AMRO MORTGAGE GROUP, INC., as Mortgagee, to secure the sum of \$264,700.00 recorded in the Office of the City Register of Queens County on October 20, 2004 in CRFN 2004000648680, covering premises known as 245-11 133RD RD, ROSEDALE, COUNTY OF QUEENS, CITY AND STATE OF NEW YORK 11422 (BLOCK 13209 AND LOT 80).

NOTICE IS FURTHER GIVEN that the mortgaged premises affected by said foreclosure action, at the time of the commencement of said action and at the time of the filing of

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 2

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

this notice, was identified as BLOCK 13209 AND LOT 80 and situated at 245-11 133RD RD, ROSEDALE, COUNTY OF QUEENS, CITY AND STATE OF NEW YORK 11422, and is more particularly described in said Mortgage and in Exhibit A attached hereto and made a part hereof.

The Clerk of the County of Queens is directed to index this notice to the names of all of the above Defendants.

Dated: Roslyn Heights, New York

3.12, 2019

DAVID A. GALLO & ASSOCIATES LLP

By: 

DAVID A. GALLO, ESQ.

Attorneys for Plaintiff

99 Powerhouse Road - First Floor

Roslyn Heights, NY 11577

(516) 583-5330

(516) 583-5333 - fax

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 2

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

Intracoastal Abstract Co., Inc.

Search No.: MSGF-301511Q
State: NEW YORK
Town/City: Rosedale
County: Queens
Tax Designation: Block 13209 Lot 80
Street No.: 245-11 133rd Road, Rosedale, N.Y.

**SCHEDULE A
DESCRIPTION OF PREMISES**

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of 133rd Road (Gordon Place) (60 feet wide) with the easterly side of 245th Street (60 feet wide), as said street and road are shown on the Final Topographical Map for the City of New York, Borough of Queens;

RUNNING THENCE northerly along the easterly side of 245th Street, 78.34 feet;

THENCE southerly along a line forming an interior angle of 15 degrees 17 minutes 45 seconds with the easterly side of 245th Street, 26.19 feet;

THENCE northeasterly along a line forming an interior angle of 274 degrees 52 minutes 35 seconds with the preceding course, 77.86 feet;

THENCE southerly along a line forming an interior angle of 69 degrees 49 minutes 40 seconds with the preceding course, 79.91 feet to the northerly side of 133rd Road;

THENCE westerly along the northerly side of 133rd Road, 80 feet to the point or place of BEGINNING.

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 2

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

Index No.:

**SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENS**

CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.,

Plaintiff,

-against-

MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, et al.,

Defendant(s)

NOTICE OF PENDENCY

Signature (Rule 130.11-a)

David A. Gallo, Esq.

DAVID A. GALLO & ASSOCIATES LLP

Attorneys for Plaintiff

99 Powerhouse Road - First Floor

Roslyn Heights, NY 11577

(516) 583-5330

Our file #: 7613.70

To:

Attorney(s) for

Service of a copy of the within _____ is hereby admitted.

Dated: _____

Attorney's for: _____

Sir:-Please take notice

1. NOTICE OF ENTRY

that the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

2019

2. NOTICE OF SETTLEMENT

that an order of which the within is a true copy will be presented for
settlement to the HON. _____ one of the judges

of the within named court, at

on 2019 at M.

Dated,

Yours, etc.

DAVID A. GALLO & ASSOCIATES LLP

Office & P.O. Address

99 Powerhouse Road - First Floor

Roslyn Heights, NY 11577

(516) 583-5330

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 3

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QUEENSCITIMORTGAGE, INC., SUCCESSOR BY MERGER
TO ABN AMRO MORTGAGE GROUP, INC.,

Index No.

**CERTIFICATE OF MERIT
PURSUANT TO CPLR 3012-B**

Plaintiff,

-against-

MAURICE H. OPARAJI A/K/A MAURICE OPARAJI
A/K/A MAURICE UD OPARAJI, ADA PATIENCE
OPARAJI A/K/A ADA P. OPARAJI A/K/A ADA
OPARAJI, THE UNITED STATES OF AMERICA
INTERNAL REVENUE SERVICE DEPARTMENT
OF THE TREASURY, HARRIET BEIZER and "John
Doe" and/or "Jane Doe" # 1-10 inclusive, the last ten
names being fictitious and unknown to plaintiff, the
persons or parties intended being the tenants, occupants,
persons, corporations or heirs at law, if any, having or
claiming an interest in or lien upon the premises
described in the complaint,

Defendants.

1. I am an attorney at law duly licensed to practice in the State of New York, and am affiliated with the law firm of DAVID A. GALLO & ASSOCIATES LLP, attorney for plaintiff, CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC., in this action.

2. This residential foreclosure action involves a home loan, as such term is defined in Real Property Actions and Proceedings Law §1304. Upon information and belief, Defendant, Maurice H. Oparaji A/K/A Maurice Oparaji A/K/A Maurice Ud Oparaji And Ada Patience Oparaji A/K/A Ada P. Oparaji A/K/A Ada Oparaji, is a resident of the property subject to foreclosure.

3. I have reviewed the facts of this case and reviewed pertinent documents, including the mortgage, security agreement and note or bond underlying the mortgage executed by defendant, all instruments of assignment (if any), and all other instruments of indebtedness including any modification, extension, and consolidation.

4. I have consulted about the facts of this case with the following representatives of plaintiff:

Name
WILMA MYIOW

Title
VICE PRESIDENT DOCUMENT
EXECUTION FOR CENLAR FSB
SERVICER OF CITIMORTGAGE,
INC.,

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 3

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

5. Upon this review and consultation, to the best of my knowledge, information, and belief, I certify that there is a reasonable basis for the commencement of this action, and that plaintiff is the creditor entitled to enforce rights under these documents.

6. Listed in Exh. A and attached hereto are copies of the following documents not otherwise included as attachments to the summons and complaint: the mortgage, security agreement and note or bond underlying the mortgage executed by the defendant; all instruments of assignment (if any); and any other instrument of indebtedness, including any modification, extension, and consolidation. (Check box if no documents are attached in Exh. A: ☒)

7. Listed in Exh. B and attached hereto are supplemental affidavits attesting that certain documents as described in paragraph 5 supra are lost, whether by destruction, theft, or otherwise. (Check box if no documents are attached in Exh. B: ☒)

8. I am aware of my obligations under New York Rules of Professional Conduct (22 NYCRR Part 1200) and 22 NYCRR Part 130.

Dated: Roslyn Heights, New York

3/12, 2019

DAVID A. GALLO & ASSOCIATES LLP

By: 

DAVID A. GALLO, ESQ.

Attorneys for Plaintiff

99 Powerhouse Road - First Floor

Roslyn Heights, NY 11577

(516) 583-5330

(516) 583-5333 - fax

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 3

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

Index No.:

SUPREME COURT OF THE STATE OF NEW YORK

COUNTY OF QUEENS

CITIMORTGAGE, INC., SUCCESSOR BY MERGER TO ABN AMRO MORTGAGE GROUP, INC.,

Plaintiff,

-against-

MAURICE H. OPARAJI A/K/A MAURICE OPARAJI A/K/A MAURICE UD OPARAJI, et al.,

Defendant(s)

CERTIFICATE OF MERIT PURSUANT TO CPLR 3012-b

Signature (Rule 30-11(a))

David A. Gallo, Esq.

DAVID A. GALLO & ASSOCIATES LLP

Attorneys for Plaintiff

99 Powerhouse Road - First Floor

Roslyn Heights, NY 11577

(516) 583-5330

Our file #: 7613.70

To:

Attorney(s) for

Service of a copy of the within _____ is hereby admitted.

Dated: _____

Attorney's for: _____

Sir:-Please take notice

☐ NOTICE OF ENTRYthat the within is a (certified) true copy of a
duly entered in the office of the clerk of the within named court on

2019

☐ NOTICE OF SETTLEMENTthat an order of which the within is a true copy will be presented for
settlement to the HON. _____ one of the judgesof the within named court, at
on _____ 2019 at _____ M.

Dated,

Yours, etc.

DAVID A. GALLO & ASSOCIATES LLP

Office & P.O. Address

99 Powerhouse Road - First Floor

Roslyn Heights, NY 11577

(516) 583-5330

FILED: QUEENS COUNTY CLERK 03/12/2019 04:49 PM

NYSCEF DOC. NO. 4

INDEX NO. 704318/2019

RECEIVED NYSCEF: 03/12/2019

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF QueensSTATEMENT OF AUTHORIZATION FOR
ELECTRONIC FILING
(Single Attorney Authorizing Individual Filing Agent)

I, David A. Gallo, Esq., (Attorney Registration No. _____) am an authorized user of the New York State Courts Electronic Filing System ("NYSCEF") (User ID _____). I hereby authorize Rosemary A. LaManna of * ("the filing agent") to utilize his/her NYSCEF filing agent ID to file documents on my behalf and at my direction in any e-filed matter in which I am counsel of record through the NYSCEF system, as provided in Section 202.5-b of the Uniform Rules for the Trial Courts.

This authorization extends to any consensual matter in which I have previously consented to e-filing, to any mandatory matter in which I have recorded my representation, and to any matter in which I may authorize the filing agent to record my consent or representation in the NYSCEF system.

This authorization extends to any and all documents I generate and submit to the filing agent for filing in any such matter. This authorization, posted once on the NYSCEF website as to each matter in which I am counsel of record, shall be deemed to accompany any document filed in that matter by the filing agent.

This authorization also extends to matters of payment, which the filing agent may make either by debiting an account the filing agent maintains with the County Clerk of any authorized e-filing county or by debiting an account I maintain with the County Clerk of any authorized e-filing county.

This authorization regarding this filing agent shall continue until I revoke it in writing on a prescribed form delivered to the E-Filing Resource Center.

Dated: 7/25/14X [Signature]
SignatureDavid A. Gallo
Print NameSweeney, Gallo, et al.
Firm/Department95-25 QUEENS Blvd,
Street AddressREGO PARK NY 11374
City, State and Zip Code718-459-9000
PhoneCYNTHIA@MSGRB.COM
E-Mail Address

(6/6/13)

*Alstate Process Service Inc./Allcounty Legal Support Inc.

Attachment 27 to Complaint

MORTGAGE

New York

MORTGAGE

Words Used Often in This Document

(A) "Mortgage." This document, which is dated MAY 10, 1993 will be called the "Mortgage."

(B) "Borrower," MAURICE OPARAY and ADA OPARAY residing at 84-18 ROCKAWAY BEACH BLVD., FAR ROCKAWAY, NY 11693 will sometimes be called "Borrower" and sometimes simply "I" or "me."

(C) "Lender," CITIBANK, N.A. will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of the United States of America. Lender's Address is 199 PARK AVENUE, NEW YORK, NY 10043.

(D) "Note." The note signed by Borrower and dated MAY 10, 1993 will be called the "Note". The Note shows that I may owe Lender up to ONE HUNDRED TWELVE THOUSAND FIVE HUNDRED DOLLARS AND 00 CENTS (\$12,500.00) plus interest, which I have promised to pay in monthly payments of principal and interest and to pay in full by JUNE 1, 2023. A copy of the Note is annexed hereto as Exhibit A and is made a part of this Mortgage, if your loan is an Adjustable Rate Mortgage.

(E) "Property." The property that is described below in the section titled "Description Of The Property," will be called the "Property."

Borrower's Transfer To Lender Of Rights In The Property

I mortgage, grant and convey the Property to Lender subject to the terms of this Mortgage. This means that, by signing this Mortgage, I am giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender those rights to protect Lender from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note;

(B) Pay, with interest, any amounts that Lender spends under this Mortgage, to protect the value of the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Mortgage.

Description Of The Property

I give Lender rights in the Property described in (A) through (J) below:

(A) The property which is located at 245-11 133RD ROAD, ROSEDALE, NY 11422. This property is in QUEENS County in the State of New York. It has the following legal description:

SEE SCHEDULE "A" DESCRIPTION OF PROPERTY ATTACHED HERETO

PREMISES HEREIN ARE IMPROVED BY A ONE-FAMILY OR TWO-FAMILY RESIDENCE ONLY.

THIS IS A PURCHASE MONEY MORTGAGE SECURING SAID PREMISES DEEDED TO MORTGAGOR THIS DATE AND INTENDED TO BE RECORDED SIMULTANEOUSLY WITH SAID DEED.

Section 55

Lot 82

Block 12249

District/Volume

REEL: 590 PG 2273

ALL that contains plot, piece or parcel of land, with the buildings and improvements on and about the same, lying and to be in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of 133rd Road (Gordon Place) (60 feet wide) with the easterly side of 245th Street (60 feet wide), as said street and road are shown on The Final Topographical Map for the City of New York, Borough of Queens;

running thence NORTHERLY along the easterly side of 245th Street, 78.34 feet;

thence SOUTHERLY along a line forming an interior angle of 15 degrees 17 minutes 45 seconds with the easterly side of 245th Street, 26.19 feet;

thence NORTHEASTERLY along a line forming an interior angle of 274 degrees 52 minutes 35 seconds with the preceding course, 77.86 feet;

thence SOUTHERLY along a line forming an interior angle of 69 degrees 49 minutes 40 seconds with the preceding course, 79.91 feet to the northerly side of 133rd Road;

thence WESTERLY along the northerly side of 133rd Road, 80 feet to the point or place of BEGINNING.

If this property is a condominium, the following must be completed: This property is part of a condominium project known as (called the "Condominium Project"). This property includes my unit and all of my rights in the common elements of the Condominium Project.

If this property is in a planned unit development, the following must be completed: This property is in a development which is a planned unit development known as (called the "PUD"). The PUD was created by:

(B) All buildings and other improvements that are located on the property described in paragraph (A) of this Section;

(C) All rights in other property that I have as owner of the property described in paragraph (A) of this Section. These rights are known as "easements, rights and appurtenances attached to the property";

(D) All rents or royalties from the property described in paragraph (A) of this Section;

(E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in paragraph (A) of this Section;

(F) All rights that I have in the land which lies in the streets or roads in front of, or next to, the property described in paragraph (A) of this Section;

(G) All fixtures that are now or in the future will be on the property described in paragraph (A) and (B) of this Section, and all replacements of and additions to these fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than ten days after the date of the Note. Usually, fixtures are items that are physically attached to buildings, such as hot water heaters;

(H) All of the rights and property described in paragraphs (B) through (F) of this Section that I acquire in the future;

(I) All replacements of or additions to the property described in paragraphs (B) through (F) and paragraph (H) of this Section; and

(J) All of the amounts that I pay to Lender under Paragraph 2 below.

Borrower's Right To Mortgage The Property and Borrower's Obligation To Defend Ownership Of The Property

I promise that except for the "exceptions" listed in any title insurance policy which insures Lender's rights in the Property: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property.

I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

UNIFORM PROMISES: I promise and I agree with Lender as follows:

1. **Extremely Promptly to Pay Principal and Interest Under the Note And To Pay Other Payment Obligations** I will promptly pay to Lender when due; principal and interest under the Note and late charges and prepayment charges as stated in the Note.
2. **Agreement About Monthly Payments For Taxes and Insurance** (A) **Borrower's Obligation to Make Monthly Payments to Lender for Taxes and Insurance** I will pay to Lender all amounts necessary to pay for taxes, assessments, ground rents (if any), and hazard insurance on the Property and mortgage insurance (if any). I will pay those amounts to Lender unless Lender tells me, in writing, that I do not have to do so, or unless the law requires otherwise. I will make those payments on the same day that my monthly payments of principal and interest are due under the Note.

The amount of each of my payments under this Paragraph 2 will be the sum of the following:

- (i) One-twelfth of the estimated yearly taxes, assessments and ground rents (if any) on the Property which under the law may be superior to this Mortgage; plus
- (ii) One-twelfth of the estimated yearly premium for hazard insurance covering the Property; plus
- (iii) One-twelfth of the estimated yearly premium for mortgage insurance (if any).

Lender will determine from time to time my estimated yearly taxes, assessments, ground rents and insurance premiums based upon existing assessments and bills, and reasonable estimates of future assessments and bills. (Taxes, assessments, ground rents and insurance premiums will be called "taxes and insurance.") The amounts that I pay to Lender for taxes and insurance under this Paragraph 2 will be called the "Funds".

(B) Lender's Obligations Concerning Borrowed Monthly Payments for Taxes and Insurance. Lender will keep the Funds in a savings or banking institution which has its deposits or accounts insured or guaranteed by a federal or state agency. If Lender is such an institution then Lender may hold the Funds. Except as described in this Paragraph 2, Lender will use the Funds to pay taxes and insurance. Lender will give to me, without charge, an annual accounting of the Funds. That accounting must show all additions to and deductions from the Funds and the reason for each deduction.

Lender may not charge me for holding or keeping the Funds on deposit, for using the Funds to pay taxes and insurance, for analyzing my payments of Funds, or for receiving, verifying and totalling assessments and bills. However, Lender may charge me for these services if Lender pays me interest on the Funds and if the law permits Lender to make such a charge. Lender will not be required to pay me any interest or earnings on the Funds unless either (i) Lender and I agree in writing, at the time I sign this Mortgage, that Lender will pay interest on the Funds; or (ii) the law requires Lender to pay interest on the Funds.

If Lender's estimates are too high or if taxes and insurance rates go down, the amounts I pay under this Paragraph 2 will be too large. If this happens at a time when I am keeping all of my promises and agreements made in this Mortgage, I will have the right to have the excess amount either promptly repaid to me as a direct refund or credited to my future monthly payments of Funds. There will be excess amounts if, at any time, the sum of (a) the amount of Funds which Lender is holding or keeping on deposit, plus (b) the amount of the monthly payments of Funds which I still must pay between that time and the due dates of taxes and insurance, is greater than the amount necessary to pay the taxes and insurance when they are due.

If, when payments of taxes and insurance are due, Lender has not received enough Funds from me to make those payments, I will pay to Lender whatever additional amount is necessary to pay the taxes and insurance in full. I must pay that additional amount in one or more payments as Lender may require.

When I have paid all of the amounts due under the Note and under this Mortgage, Lender will promptly refund to me any Funds that are then being held or kept on deposit by Lender. If, under Paragraph 2G below, either Lender acquires the Property or the Property is sold, then immediately before the acquisition or sale, Lender will use any Funds which Lender is holding or has on deposit at that time to reduce the amount that I owe to Lender under the Note and under this Mortgage.

3. Lender's Application of Borrower's Payments

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraphs 1 and 2 above in the following order and for the following purposes:

(A) First, to pay the amounts then due to Lender under Paragraph 2 above and late charges, if any;

(B) Next, to pay interest then due under the Note; and

(C) Next, to pay principal then due under the Note.

4. Borrower's Obligation To Pay Charges And Assessments And To Satisfy Claims Against The Property

I will pay all taxes, assessments and any other charges and fines that may be imposed on the Property and that may be levied against the Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property. I will do this either by making the payments to Lender that are described in Paragraph 2 above or, if I am not required to make payments under Paragraph 2, by making payments, when they are due, directly to the persons entitled to them. (In this Mortgage, the word "person" means any person, organization, governmental authority, or other party.) If I make direct payments, then promptly after making any of those payments I will give Lender a receipt which shows that I have done so. If I make payments to Lender under Paragraph 2, I will give Lender all notices or bills that I receive for the amounts due under this Paragraph 4.

Any claim, demand or charge that is made against property because an obligation has not been fulfilled is known as a "lien". I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation; or (B) I, in good faith, argue or defend against the superior lien in a lawsuit so that, during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

Condominium and PUD Assessments

If the property includes a unit in a Condominium Project or in a PUD, I will promptly pay, when they are due, all assessments imposed by the owners association or other organization that governs the Condominium Project or PUD. That association or organization will be called the "Owners Association."

**5. Borrower's
Obligation To
Obtain And
Keep Hazard
Insurance On
The Property**

(A) Generally

I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. If it is possible that the insurance policy will have provisions that may limit the insurance company's obligation to pay claims if the amount of coverage is too low, those provisions are known as "co-insurance requirements." Lender may not require me to obtain an amount of coverage that is more than the larger of the following two amounts: either (i) the amount that I owe to Lender under the Note and under this Mortgage; or (ii) the amount necessary to satisfy the co-insurance requirements.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All of the insurance policies and renewals of those policies must include what is known as a "standard mortgage clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies either by making payments to Lender, as described in Paragraph 2 above, or by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to repair or to restore the damaged Property unless: (a) it is not economically possible to make the repairs or restoration; or (b) the use of the proceeds for that purpose would lessen the protection given to Lender by this Mortgage; or (c) Lender and I have agreed in writing not to use the proceeds for that purpose. If the repair or restoration is not economically possible or if it would lessen Lender's protection under this Mortgage, then the proceeds will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

If I abandon the Property, or if I do not answer within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim for insurance benefits, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However Lender and I may agree in writing to those delays or changes.

If Lender acquires the Property under Paragraph 20 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However Lender's rights in those proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage immediately before the Property is acquired by Lender or sold.

(B) Agreements that Apply to Condominiums and PUD's

(i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 5, (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; (b) I will not be required to include an amount for hazard insurance premiums in my monthly payment of funds to Lender under Paragraph 2 above; and (c) if there is a conflict concerning the use of proceeds, between (1) the terms of this Paragraph 5, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project,

REEL: 590 PG 2277

than that law or the terms of those documents will govern the use of proceeds, I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect the terms of (a), (b) and (c) of this subparagraph 6(B)(i) will not apply.

(ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. If the Property includes a unit in a PUD, it is possible that proceeds will be paid to me instead of being used to repair or to restore the common areas or facilities of the PUD. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph 6(B)(ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

6. Borrower's Obligation to Maintain The Property And To Fulfill Obligations In Lease, And Agreements About Condominiums And PUD's

(A) Agreements about Maintaining the Property and Keeping Promises in Lease
I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.

(B) Agreements that Apply to Condominiums and PUD's
If the Property is a unit in a Condominium Project or in a PUD, I will fulfill all of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project or PUD. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:

(i) The abandonment or termination of the Condominium Project or PUD, unless, in the case of a condominium, the abandonment or termination is required by law;

(ii) Any significant change to the declaration, by-laws or regulations of the Owners Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project or PUD, including, for example, a change in the percentage of ownership rights held by unit owners, in the Condominium Project or in the common areas or facilities of the PUD;

(iii) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium Project or PUD; and

(iv) The transfer, release, creation of liens, partition or subdivision of all or part of the common areas and facilities of the PUD. (However, this provision does not apply to the transfer by the Owners Association of rights to use those common areas and facilities for utility and other similar or related purposes.)

7. Lender's Right To Take Action To Protect The Property

If: (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy, in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 7 may include, for example, appearing in court, paying reasonable attorneys' fees, and entering on the Property to make repairs. Lender must give me notice before Lender may take any of those actions.

I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 7. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts with interest.

I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. However, if payment of interest at that rate would violate the law, I will pay interest on the amounts spent by Lender under this Paragraph 7 at the highest rate that the law allows. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payment that are different from those in this Paragraph.

Although Lender may take action under this Paragraph 7, Lender does not have to do so.

B. Lender's Right To Inspect The Property

Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before one of those inspections is made, Lender must give me notice stating a reasonable purpose for the inspection. That purpose must be related to Lender's rights in the Property.

9. **Agreements About Condemnation Of The Property**

A taking of property by any governmental authority by eminent domain is known as "condemnation." I give to Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of Property; and (B) to proceeds from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.

If all of the Property is taken, the proceeds will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will only be reduced by the amount of proceeds multiplied by the following amount: (i) the total amount that I owe to Lender under the Note and under this Mortgage immediately before the taking, divided by (ii) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.

If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.

If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraphs 1 and 2 above. However, Lender and I may agree in writing to those delays or changes.

Condemnation of Common Areas of PUD

If the Property includes a unit in a PUD, the promises and agreements in this Paragraph 9 will apply to a condemnation, or sale to avoid condemnation, of the PUD's common areas and facilities as well as of the Property.

10. **Continuation Of Borrower's Obligations**

Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless the conditions stated in Paragraph 18 below have been met.

Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.

11. **Continuation Of Lender's Rights**

Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right, under Paragraph 20 below, to demand that I make immediate payment in full (see Paragraph 20 for a definition of this phrase) of the amount that I owe to Lender under the Note and under this Mortgage.

12. **Lender's Ability To Enforce More Than One Of Lender's Rights**

Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights, as well as any of Lender's other rights under the law, one at a time or all at once.

13. **Obligations Of Borrowers And of Persons Taking Over Borrower's Rights Or Obligations; Agreements Concerning Captions**

Subject to the terms of Paragraph 18 below, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Mortgage.

If more than one person signs this Mortgage as borrower, each of us is fully obligated to keep all of Borrower's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage, and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage.

The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

14. **Agreements About Giving Notices Required Under This Mortgage** Unless the law requires otherwise, any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address stated in the section above titled "Description Of The Property". A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it to Lender's address stated in Paragraph (C) of the section above titled "Words Used Often In This Document". A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph 14.
15. **Agreements About Uniform Mortgage And Law That Governs This Mortgage** This is a "Uniform Mortgage" It contains "uniform promises" that are in mortgages used all over the country and also "non-uniform promises" that vary, to a limited extent, in different parts of the country.
The law that applies in the place that the Property is located will govern this Mortgage. (The foregoing sentence shall not limit the applicability of federal law to this Mortgage.) If any term of this Mortgage or of the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any term of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.
16. **Borrower's Copy Of The Note And Of This Mortgage** I will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.
17. **Agreements That Apply To VA Loans** A loan that is guaranteed or insured by the United States Veterans Administration is known as a "VA loan." If the loan that I promise to pay in the Note is a VA loan, then my rights and obligations, as well as those of Lender, are governed by that law which is known as Title 38 of the United States Code and the regulations made under that Title (called the "VA Requirements"). One or more terms of this Mortgage, or of other documents that are signed in connection with my VA loan, might conflict with the VA Requirements. For example, the prepayment terms in the Note or Paragraph 10 of this Mortgage might conflict with the VA Requirements. Lender and I agree that if there is a conflict, the conflicting terms of this Mortgage or other documents are modified or eliminated as much as is necessary to make all of the conflicting terms agree with the VA Requirements.
18. **Borrower's Obligations To Pay Mortgage Insurance Premiums** If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for that mortgage insurance. I will pay the premiums until the requirement for mortgage insurance ends according to my written agreement with Lender or according to law. Lender may require me to pay the premiums in the manner described in Paragraph 2 above.

NON-UNIFORM PROMISES: I also promise and agree with Lender as follows:

19. **Agreements About Assumption Of This Mortgage And About Lender's Rights If Borrower Transfers The Property Without Meeting Certain Conditions** If I sell or transfer all or part of the Property or any rights in the Property, any person to whom I sell or transfer the Property may take over all of my duties and obligations under this Mortgage (known as an "assumption of the Mortgage") if certain conditions are met. Those conditions are: (A) I give Lender notice of the sale or transfer; (B) Lender agrees that the person's credit is satisfactory; (C) the person agrees to pay interest on the amount owed to Lender under the Note and under this Mortgage at whatever rate Lender requires; and (D) the person signs an assumption agreement that is acceptable to Lender and that obligates the person to keep all of the promises and agreements made in the Note and in this Mortgage. If I sell or transfer the Property and each of the conditions in (A), (B), (C) and (D) of this Paragraph 19 is satisfied, Lender will release and free all of my obligations under the Note and under this Mortgage.
If I sell or transfer the Property and the conditions in (A), (B), (C) and (D) of this Paragraph 19 are not satisfied, I will still be fully obligated under the Note and under this Mortgage and Lender may require immediate Payment in Full, as that phrase is defined in Paragraph 20 below. However, Lender will not have the right to require immediate Payment in Full as a result of certain transfers. Those transfers are: (i) the creation of liens or other claims against the Property that are inferior to this Mortgage; (ii) a transfer of rights in household appliances, to a person who provides me with the money to buy those appliances, in order to protect that person against possible losses; (iii) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law; (iv) leasing the Property for a term of three years or less, as long as the lease does not include an option to buy.
If Lender requires immediate Payment in Full under this Paragraph 19, Lender will send me in the manner described in Paragraph 14 above, a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date notice is mailed or, if it is not mailed, the date the notice is delivered. If I do not make the

20. Lender's Rights If Borrower Fails To Keep Promises And Agreements

required payment during that period, Lender may bring a lawsuit for "foreclosure and sale" under Paragraph 20 below without giving me any further notice or demand for payment. (See Paragraph 20 for a definition of "foreclosure and sale.")

If Lender requires immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale". In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law.

Lender may require immediate Payment in Full under this Paragraph 20 only if all of the following conditions are met:

(A) I fail to keep any promise or agreement made in this Mortgage, including the promise to pay when due the amounts that I owe to Lender under the Note and under this Mortgage; and

(B) Lender sends to me, in the manner described in Paragraph 14 above, a notice that states:

- (i) The promise or agreement that I failed to keep;
- (ii) The action that I must take to correct that failure;
- (iii) A date by which I must correct the failure. That date must be at least 30 days from the date on which the notice is mailed to me, or, if it is not mailed, from the date on which it is delivered to me;
- (iv) That if I do not correct the failure by the date stated in the notice, I will be in default and Lender may require immediate Payment in Full, and Lender or another person may acquire the Property by means of foreclosure and sale;
- (v) That I may speak with a named representative of Lender to discuss any questions which I have about the things stated in the notice;
- (vi) That if I meet the conditions stated in Paragraph 21 below, I will have the right to have any lawsuit for foreclosure and sale discontinued and to have the Note and this Mortgage remain in full effect as if immediate Payment in Full had never been required; and
- (vii) That I have the right in any lawsuit for foreclosure and sale to argue that I did keep the promises and agreements under the Note and under this Mortgage, and to present any other defenses that I may have; and

(C) I do not correct the failure stated in the notice from Lender by the date stated in that notice.

21. Borrower's Right To Have Lender's Lawsuit For Foreclosure And Sale Discontinued

Even if Lender has required immediate Payment in Full, I may have the right to have discontinued any lawsuit brought by Lender for foreclosure and sale or for other enforcement of this Mortgage. I will have this right at any time before a judgment has been entered enforcing this Mortgage if I meet the following conditions:

(A) I pay to Lender the full amount that would have been due under this Mortgage and the Note, if Lender had not required immediate Payment in Full; and

(B) I correct my failure to keep any of my other promises or agreements made in this Mortgage; and

(C) I pay all of Lender's reasonable expenses in enforcing this Mortgage including, for example, reasonable attorneys' fees; and

(D) I do whatever Lender reasonably requires to assure that Lender's rights in the Property, Lender's rights under this Mortgage, and my obligations under the Note and under this Mortgage continue unchanged.

If I fulfill all of the conditions in this Paragraph 21, then the Note and this Mortgage will remain in full effect as if immediate Payment in Full had never been required.

22. Lender's Rights To Rental Payments From The Property And To Take Possession Of The Property

As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However until Lender requires immediate Payment in Full under Paragraph 19 or 20 above, or until I abandon the Property, I have the right to collect and keep the rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone else, and I will not do so without Lender's consent in writing.

If Lender requires immediate Payment in Full under Paragraph 19 or 20 above, and I abandon the Property, then Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property; and (D) sign, execute and change leases. I agree that if Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 22, the tenants may make their rental payments to Lender without having to ask whether I have failed to keep any promises and agreements under this Mortgage.

MORTGAGE RIDER

CITICORP CREDIT BANK

New York

RIDER ATTACHED TO AND FORMING PART OF MORTGAGE TO CITIBANK, N.A.

Type of Loan

☒

Purchase Money Mortgage

Refinance

MADE BY MAURITON GRABANY and ADA GRABANY, residing at 87-18 ROCKAWAY BEACH BLVD., FAR ROCKAWAY, NY 11693DATED May 10, 199326. **Agreements About Conflicting Provisions in This Mortgage and This Rider**

This Rider is a writing attached to the Mortgage and the provisions contained in this Rider are part of the Mortgage. I agree that if the provisions that are contained in this Rider are in conflict with the terms in the printed Mortgage and the Note, then the provisions of this Rider will control over the provisions in the printed Mortgage and the Note. If the Mortgage is assigned by the Lender, all or any portion of this Rider may, at the option of the assignee, be deemed null and void.

27. **Lender's Rights If Borrower Fails To Keep Promises And Agreements**

The provisions of this Paragraph 27 shall supercede and take the place of the provisions of Paragraph 20 of the Mortgage:

If any of the events stated in subparagraphs (A) through (I) occur, Lender may require that I pay immediately the entire amount then unpaid under the Note and/or secured by the Mortgage or this Rider. Lender may do this without making a further demand for payment. This requirement will be called "Immediate Payment in Full."

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law.

Lender may require Immediate Payment in Full if:

(A) I fail to pay any amounts I owe to Lender under the Note, the Mortgage and/or this Rider within fifteen (15) days after the due date for such payment; or

(B) I fail to keep any other promise or agreement made in the Mortgage and/or this Rider; or

(C) without Lender's prior written consent (i) I assign the rents from all or any part of the Property, or (ii) I receive or collect rent from any tenant of all or any part of the Property for more than one month as relevant; or

(D) I fail to comply with any requirement, order or notice of a violation of a law or ordinance within three (3) months after the requirement, order or notice is issued by a governmental department claiming authority over the Property; or

(E) Lender applies to two or more fire insurance companies lawfully doing business in the State of New York and those insurance companies refuse to issue policies insuring the buildings on the Property; or

(F) any fixture or article of personal property that is covered by the Mortgage is wholly or partially removed, demolished or destroyed. A "fixture" is personal property that is attached to land or a building. However, this except be a demand for an Immediate Payment in Full if (i) the personal property or fixture that is removed, demolished or destroyed is promptly replaced by similar property that is at least equal in quality and condition, and (ii) I am the sole owner of this replacement property and it is free from any lien or claim; or

(G) any law is passed (i) deducting from the value of the land for the purpose of taxation any lien on the land or (ii) changing in any way the taxation of mortgages or debts secured by a mortgage for state or local purposes, and thirty (30) days have elapsed after passage of any such law; or

(H) I use the Property for any unlawful purpose, or if the Property is used for any purpose by which the risk of fire or other hazard is increased, unless Lender gives written consent prior to those unauthorized uses; or

(I) a lawsuit is begun for foreclosure and sale or any other action or proceeding is begun to collect any lien that is superior to the Mortgage.

28. **Lender's Rights According To Section 254 Of The New York Real Property Law**

Lender will be entitled to certain rights and advantages according to a law known as Section 254 of the New York Real Property Law ("Section 254"). The provisions of the Mortgage and this Rider will be construed as provided in Section 254, except that Section 254 will not apply to Paragraph 6 of the Mortgage or Paragraph 38 of this Rider. All of Lender's rights and advantages as set forth in the Mortgage or this Rider are supplemental to, and do not replace, any of Lender's rights under Section 254. None of Lender's rights shall be to the exclusion of any other rights, and nothing Lender does shall be construed to be an election to enforce any one right to the exclusion of any other rights.

See also Section 254 of the New York Real Property Law at 254-1, 254-2, 254-3, 254-4, 254-5, 254-6, 254-7, 254-8, 254-9, 254-10, 254-11, 254-12, 254-13, 254-14, 254-15, 254-16, 254-17, 254-18, 254-19, 254-20, 254-21, 254-22, 254-23, 254-24, 254-25, 254-26, 254-27, 254-28, 254-29, 254-30, 254-31, 254-32, 254-33, 254-34, 254-35, 254-36, 254-37, 254-38, 254-39, 254-40, 254-41, 254-42, 254-43, 254-44, 254-45, 254-46, 254-47, 254-48, 254-49, 254-50, 254-51, 254-52, 254-53, 254-54, 254-55, 254-56, 254-57, 254-58, 254-59, 254-60, 254-61, 254-62, 254-63, 254-64, 254-65, 254-66, 254-67, 254-68, 254-69, 254-70, 254-71, 254-72, 254-73, 254-74, 254-75, 254-76, 254-77, 254-78, 254-79, 254-80, 254-81, 254-82, 254-83, 254-84, 254-85, 254-86, 254-87, 254-88, 254-89, 254-90, 254-91, 254-92, 254-93, 254-94, 254-95, 254-96, 254-97, 254-98, 254-99, 254-100.

29. Agreements About Lender's Rights With Regard To A Foreclosure Search, Appointment Of A Receiver And A Foreclosure And Sale

If I do not keep my promises and agreements made in the Mortgage or this Rider, Lender may obtain a "foreclosure search" from a title insurance company. If I correct my failure to keep my promises and agreements before a lawsuit for foreclosure and sale begins, I agree to pay the cost of the foreclosure search together with any other sums required to cure my failure.

If Lender, or any person who takes over Lender's rights or obligations under the Mortgage, begins a lawsuit for foreclosure and sale, then Lender is entitled to have a receiver appointed by the court. This receiver may be appointed without Lender giving notice to me. I give Lender the right to have a receiver appointed, whether or not the value of the Property is worth more than the amount I owe on the Mortgage or this Rider.

If there is a foreclosure and sale, I agree that all of the Property or any part of the Property that is affected by the Mortgage or this Rider may be sold together as one unit.

30. Lender's Obligation To Deliver Receipts To Lender

I will deliver to Lender any receipts I receive for the payment of all taxes, assessments, water rates and sewer rates within ten (10) days after Lender requests these receipts. If I do not deliver these receipts after Lender's request, Lender may make these necessary payments as provided in Paragraph 7 of the Mortgage.

31. Lender's Obligation To Make Statement Of Amount Due On Mortgage And If Any Deduction Of Amount Due On Mortgage

I will furnish a written statement of the amount due on the Mortgage and this Rider and whether any deductions or defenses exist against the amount due on the Mortgage and this Rider upon the request of Lender. If Lender makes the request in person, then I will furnish the statement within five (5) days. If Lender makes the request by mail, I will furnish the statement within eight (8) days. I will duly acknowledge any statement I make under this Paragraph. An "acknowledgment" is a formal declaration before a notary public or other authorized official by the person who signs the statement.

32. Lender's Rights If There Is A Change Of Ownership Of The Property

The provisions of this Paragraph 32 shall supersede and take the place of the provisions of Paragraph 19 of the Mortgage.

If I sell or transfer the Property, I will still be fully obligated under the Note and under the Mortgage and Lender may require immediate Payment in Full, as that phrase is defined in Paragraph 27 of this Rider. However Lender will not have the right to request immediate Payment in Full as a result of certain transfers. Those transfers are: (i) the creation of liens or other claims against the Property that are inferior to the Mortgage; (ii) a transfer of rights in household appliances, to a person who provides me with the money to buy those appliances, in order to protect that person against possible losses; and (iii) a transfer of the Property to surviving co-owners, following the death of a co-owner when the transfer is automatic according to law.

If Lender requests immediate Payment in Full under this Paragraph 32, Lender will send me, in the manner described in Paragraph 14 of the Mortgage, a notice which states the requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or if it is not mailed, on the date the notice is delivered. If I do not make the required payment during that period, Lender may bring a lawsuit for "foreclosure and sale" under Paragraph 27 of this Rider without giving me any further notice or demand for payment. (See Paragraph 27 of this Rider for a definition of "foreclosure and sale.")

33. Principal Residence

I will reside in the Property for at least six (6) months of every calendar year.

34. Borrower's Obligation To Pay Interest If Lender Demands Immediate Payment In Full

If Lender demands immediate Payment in Full, interest will be payable from the date Lender makes such demand at the applicable rate stated in the Note for in a modification of the Note, if any, or at the highest rate of interest the law then allows, if such rate is higher than the applicable rate stated in the Note.

35. Borrower's Obligation To Pay Late Charge If Borrower's Payment Is Overdue

If any payment(s) becomes overdue and has not been received by Lender within fifteen (15) days from the due date, a late charge may be charged by Lender. The late charge will be an amount equal to two (2%) percent of such payment that is overdue. The late charge may be deducted from my funds for the funds of any subsequent owner of the Property. The late charge will be a lien on the Property secured by the Mortgage.

36. Agreements About Which Persons Are Bound By The Promises In This Mortgage

The Mortgage and this Rider may not be changed or ended orally. The promises contained in the Mortgage and this Rider will run with the land and bind and take effect for me and any person who takes over my rights or obligations and all persons who may have an interest in the Property. The promises will also bind and take effect for the benefit of Lender and any person who takes over Lender's rights and obligations under the Mortgage and this Rider. A promise "runs with the land" is a promise under which the liability for performance or the right to performance passes to a subsequent owner of the land or any person who obtains rights and obligations with respect to the land.

37. Agreement About Lender's Obligation To Satisfy Or Discharge Mortgage When Paid In Full

When Lender has been paid all amounts due under the Note, the Mortgage and this Rider, Lender will discharge the Mortgage by executing a certificate stating that the Mortgage has been satisfied. If I prepare the certificate and present it to Lender I will not be required to pay for the discharge. If I ask Lender to prepare the certificate, I will pay Lender's counsel a reasonable fee of not less than \$50 for the preparation of the certificate. I will pay all costs of recording the discharge in the proper official records.

38. Hazard Insurance Proceeds

If any hazard insurance proceeds are received because of damage to the Property, Lender may use the proceeds to repay all amounts I owe under the Note, the Mortgage, or this Rider; or Lender may use or make available to me all or part of the proceeds to repair the damage to the Property; or I may use the proceeds for any other purpose Lender approves of (but Lender does not have to see to the proper use of any proceeds paid over to me). In the event of loss or damage to the Property, if I do not promptly make proof of loss to the insurance company, Lender is hereby appointed my attorney-in-fact with full and absolute authority to (i) make such proof of loss, (ii) compromise and settle any claim for loss, and (iii) give releases or acquittances to the insurance company in connection with such settlement of any claim for insurance proceeds. Lender's appointment as my attorney-in-fact is irrevocable and coupled with an interest, with full power of substitution, and shall not be affected by my subsequent disability or incompetence. Each insurance company concerned is hereby authorized and directed to pay such proceeds directly to Lender instead of jointly to me and Lender. If hazard insurance proceeds are used to repay the sums I owe under the Note, the Mortgage, or this Rider such proceeds shall be applied to these installments of principal last coming due.

RE: 39032286

39. Condemnation Proceeds

If any proceeds are payable with respect to the Property because of an exercise of eminent domain, condemnation, or other taking, the right to such proceeds and the use of such proceeds shall be governed by, and applied in accordance with, the provisions of Paragraph 38 of this Rider as if such proceeds were hazard insurance proceeds.

40. Lender's Right Of Set-Off

If I am in default under the Note, the Mortgage or this Rider in addition to any other rights that Lender has under the Note, the Mortgage or this Rider, Lender shall have such rights of set-off as may be permitted by applicable law.

41. Warranty of Title

The following sentence contained on page 2 of the Mortgage is hereby deleted:

I promise that except for the "exceptions" listed in any title insurance policy which insures Lender's rights in the Property: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property.

The following sentence is hereby added to and shall take the place of the foregoing:

I promise that except for the "exceptions" listed in the title report or title abstract for the Property, updated to the date of the Mortgage, which has been delivered to the Lender: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; (C) there are no outstanding claims or charges against the Property; and (D) the Mortgage constitutes a valid first lien on the Property.

42. No Oral Modification Of The Mortgage

The Mortgage and this Rider may not be changed or ended orally.

43. Purchase Money Mortgage

If the Type of Loan is designated on page 1 as a "purchase money mortgage" that means this Mortgage was made by the purchaser of property to obtain all or a part of the money required to purchase the Property.

44. Governing Law

The Mortgage and this Rider shall be governed by federal law; where federal law is silent, the laws of New York will be applied. In the event of a conflict between any provision of the Mortgage or this Rider and any applicable federal statute, law or regulation or New York statute, law or regulation, to the extent of such conflict applicable federal law shall govern, or if federal law is silent, applicable New York law shall govern. In such event, the conflicting provision of the Mortgage or this Rider shall be without effect. All other provisions of the Mortgage and this Rider will remain fully effective and enforceable. The Note shall be construed in accordance with the applicable provisions of the Note.

Maurice Oparaji by
Ada Oparaji his Atty in fact
MAURICE OPARAJI by his/her attorney
in fact ADA OPARAJI Borrower

Borrower

Ada Oparaji
ADA OPARAJI Borrower

Borrower

(Borrower)

Borrower

REEL 59022285

ACKNOWLEDGEMENT FOR ATTORNEY-IN-FACT

State of New York

as:

county of QUEENS

On this 10th day of MAY, 1991, before me personally came ADA OPARAZI to me known to be the individual described in and who executed the foregoing instrument, and to me known to be the Attorney-in-fact of MAURICE OPARAZI, the individuals described in, and who by said Attorney-in-fact executed the said instrument, and duly acknowledged that he / she executed the same as the act and deed of said MAURICE OPARAZI by virtue of a Power of Attorney dated MARCH 22, 1991.

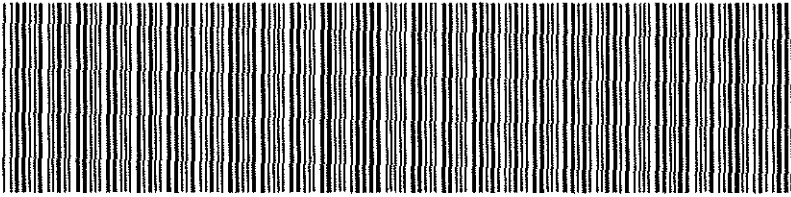
Handwritten Signature
Notary Public

Notary Public
State of New York
Commission Expires 12/31/92

Attachment 28 to Complaint

**NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER**

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2004020600730001001E0F2A
RECORDING AND ENDORSEMENT COVER PAGE
PAGE 1 OF 3
Document ID: 2004020600730001
Document Date: 01-28-2004
Preparation Date: 02-06-2004
Document Type: SATISFACTION OF MORTGAGE
Document Page Count: 1
PRESENTER:

VERDUGO TRUSTEE SERVICE CORPORATION
P.O. BOX 9443, DEPT. 1020
GAITHERSBURG, MD 20898-9443
866-558-3662

RETURN TO:

MAURI OPARAJI
24511 133RD ROAD
ROSEDALE, NY 11422-1419

PROPERTY DATA

Borough	Block	Lot	Unit	Address
QUEENS	13209	80	Entire Lot	245-11 133 ROAD
Property Type: DWELLING ONLY - 1 FAMILY				

CROSS REFERENCE DATA
QUEENS Year: 1993 Reel: 3590 Page: 2272
PARTIES
MORTGAGER/BORROWER:

MAURICE OPARAJI

MORTGAGEE/LENDER:

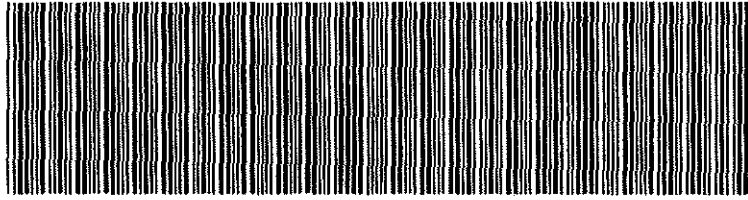
CITIBANK, N.A.

x Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Recording Fee: \$		42.00
Mortgage Amount:	\$	0.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$	0.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:			\$	0.00
TAXES:		NYS Real Estate Transfer Tax:		
County (Basic):	\$	0.00	\$	0.00
City (Additional):	\$	0.00	<div data-bbox="784 1505 990 1709" data-label="Image"> </div> <div data-bbox="914 1465 1422 1556" data-label="Text"> RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE CITY OF NEW YORK </div> <div data-bbox="1021 1556 1404 1583" data-label="Text"> Recorded/Filed 04-13-2004 14:43 </div> <div data-bbox="1021 1585 1297 1614" data-label="Text"> City Register File No. (CRFN): </div> <div data-bbox="1203 1614 1388 1644" data-label="Text"> 2004000222167 </div> <div data-bbox="990 1635 1266 1709" data-label="Text"> <i>Rochelle Patricia</i> </div> <div data-bbox="1015 1726 1404 1764" data-label="Text"> City Register Official Signature </div>	
Spec (Additional):	\$	0.00		
TASF:	\$	0.00		
MTA:	\$	0.00		
NYCTA:	\$	0.00		
TOTAL:	\$	0.00		

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER



2004020600730001001C0DAA

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 3

Document ID: 2004020600730001

Document Date: 01-28-2004

Preparation Date: 02-06-2004

Document Type: SATISFACTION OF MORTGAGE

PARTIES

MORTGAGER/BORROWER:

ADA OPARAJI

Attachment 29 to Complaint

FILED: QUEENS COUNTY CLERK 04/09/2019 04:55 PM

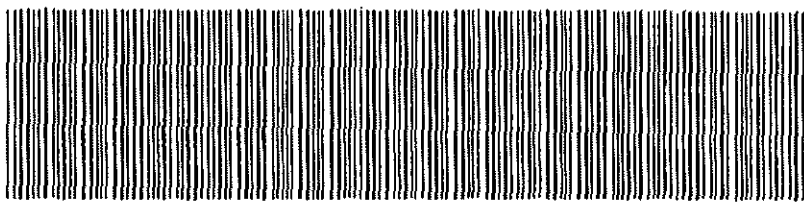
INDEX NO. 704318/2019

NYSCEF DOC. NO. 12

RECEIVED NYSCEF: 04/09/2019

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2003110300727001003EBC5B

RECORDING AND ENDORSEMENT COVER PAGE**PAGE 1 OF 10**

Document ID: 2003110300727001

Document Date: 10-24-2003

Preparation Date: 04-30-2004

Document Type: MORTGAGE

Document Page Count: 8

PRESENTER:

PROGRESSIVE CLOSING & ESCROW
COMPANY, INC.
148 DOUGHTY BLVD.
INWOOD, NY 11096
516-224-5208
AS AGENT FOR CITIBANK N.A.

RETURN TO:

PROGRESSIVE CLOSING & ESCROW
COMPANY, INC.
50 VANTAGE POINT DRIVE
ROCHESTER, NY 14624
585-349-0200
ACAPS 1030908028940 PR83568REC331

PROPERTY DATA

Borough:	Block Lot	Unit	Address
QUEENS	13209 80	Entire Lot	245-11 133 ROAD
Property Type: DWELLING ONLY - 1 FAMILY			

CROSS REFERENCE DATA

CRFN _____ or Document ID _____ or _____ Year _____ Reel _____ Page _____ or File Number _____

PARTIES**MORTGAGER/BORROWER:**

MAURICE OPARAJI
245-11 133RD RD
ROSEDALE, NY 11422-1419

MORTGAGEE/LENDER:

CITIBANK, N.A.
399 PARK AVENUE
NEW YORK, NY 10043

x, Additional Parties Listed on Continuation Page

FEES AND TAXES

Mortgage		Recording Fee: \$	77.00
Mortgage Amount:	\$ 252,000.00	Affidavit Fee: \$	0.00
Taxable Mortgage Amount:	\$ 252,000.00	NYC Real Property Transfer Tax Filing Fee:	
Exemption:		\$	0.00
TAXES:		NYS Real Estate Transfer Tax:	
County (Basic):	\$ 1,260.00	\$	0.00
City (Additional):	\$ 2,520.00		
Spec (Additional):	\$ 0.00		
TASF:	\$ 630.00		
MTA:	\$ 605.00		
NYCTA:	\$ 0.00		
TOTAL:	\$ 5,015.00		

**RECORDED OR FILED IN THE OFFICE
OF THE CITY REGISTER OF THE
CITY OF NEW YORK**

Recorded/Filed 07-02-2004 09:56

City Register File No. (CRFN):

2004000369697



Rochelle Patricia

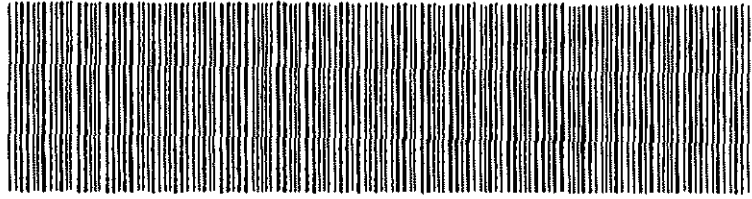
City Register Official Signature

FILED: QUEENS COUNTY CLERK 04/09/2019 04:55 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 12

RECEIVED NYSCEF: 04/09/2019

NYC DEPARTMENT OF FINANCE
OFFICE OF THE CITY REGISTER

2003110300727001003CBEDB

RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION) PAGE 2 OF 10

Document ID: 2003110300727001

Document Date: 10-24-2003

Preparation Date: 04-30-2004

Document Type: MORTGAGE

PARTIES**MORTGAGER/BORROWER:**
A.K.A. MAURICE U. OPARAJI
245-11 133RD RD
ROSEDALE, NY 11422-1419**MORTGAGER/BORROWER:**
ADA OPARAJI
245-11 133RD RD
ROSEDALE, NY 11422-1419

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INDEX NO. 704318/2019

NYSCEF DOC. NO. 12

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PR 83568rec331

B13209 L80
Record & Return:
Progressive Closing & Escrow Company, Inc.
50 Vanlance Point Drive, Suite 3
Rochester, NY 14624

citibank®

MORTGAGE

[] FIXED (E-Day Rate) [X] FIXED (Second)

MORTGAGE

Account #: 78672050

Words Used Often In
This Document

(A) "Mortgage." This document, which is dated 10/24/2003, will be called the "Mortgage."

(B) "Mortgagor." MAURICE OPARAJI and ADA OPARAJI, HIS WIFE will sometimes be called "Mortgagor" and sometimes simply "I" or "me."

(C) "Borrower." MAURICE U OPARAJI will be called "Borrower."

(D) "Lender." Citibank, N.A. will be called "Lender." Lender is a corporation or association which was formed and which exists under the laws of the United States of America. Lender's address is CITIBANK, N.A., 399 PARK AVENUE, NEW YORK, NY 10043.

(E) "Note." The note signed by Mortgagor and dated 10/24/2003 will be called the "Note." The Note shows that I owe Lender \$252,000.00 plus interest, which I have promised to pay in monthly payments of principal and interest and to pay in full by 10/29/2023.

(F) "Property." The property that is described below in the section titled "Description Of The Property," will be called the "Property."

Mortgagor's Transfer
To Lender Of Rights
In The Property

I mortgage, grant and convey the Property to Lender subject to the terms of this Mortgage. This means that by signing this Mortgage, I am giving Lender those rights that are stated in this Mortgage and also those rights that the law gives to lenders who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible losses that might result if I fail to:

(A) Pay all the amounts that I owe Lender as stated in the Note;

(B) Pay, with interest, any amounts that Lender spends under this Mortgage, to protect the value of the Property and Lender's rights in the Property;

(C) Keep all of my other promises and agreements under this Mortgage.

Description Of
Property

I give Lender rights in the Property described in (A) through (I) below:

(A) The property which is located at 24511 133RD RD, ROSEDALE, NY 114221419. This property is in QUEENS County in the State of New York. It has the following legal description:

SEE ATTACHED SCHEDULE A

If this property is a condominium, the following must be completed: This property is part of a condominium project known as N/A (called the "Condominium Project"). This property includes my unit and all of my rights in the common elements of the Condominium Project.

If this property is in a planned unit development, the following must be completed: This property is in a development which is a planned unit development known as N/A (called the "PUD"). The PUD was created by N/A:

(B) All buildings and other improvements that are located on the property described in Paragraph (A) of this Section;

(C) All rights in other property that I have as owner of the property described in Paragraph (A) of this Section. These rights are known as "easements, rights and appurtenances attached to the property."

(D) All rent or royalties from the property described in Paragraph (A) of this Section;

(E) All mineral, oil and gas rights and profits, water, water rights and water stock that are part of the property described in Paragraph (A) of this Section;

(F) All rights that I have in the land which lies in the streets or roads in front of, or next to the property described in Paragraph (A) of this Section;

(G) All fixtures that are now or in the future will be on the property described in Paragraphs (A) and (B) of this Section, and all the replacements of and additions to those fixtures, except for those fixtures, replacements or additions that under the law are "consumer goods" and that I acquire more than ten days after the date of the Note. Usually, fixtures are items that are physically attached to buildings such as hot water heaters;

(H) All of the rights and property described in Paragraphs (B) through (F) of this section that I acquire in the future; and

(I) All replacements of or additions to the property described in Paragraphs (B) through (F) and Paragraph (H) of this Section.

THIS PROPERTY IS OR WILL
BE PRINCIPALLY IMPROVED
BY A ONE OR TWO FAMILY DWELLING

Revised 8/30/03
ALAPS, 10/30/03 (2/25/04)

1 of 7

NBS-P-51-702-VV

FILED: QUEENS COUNTY CLERK 04/09/2019 04:55 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 12

RECEIVED NYSCEF: 04/09/2019

Mortgage, continued

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Mortgagor's Right To Mortgage The Property And Mortgagor's Obligation To Defend Ownership Of The Property

I promise that except for the "Exceptions" listed in any title insurance policy which insures Lender's rights in the Property: (A) I lawfully own the Property; (B) I have the right to mortgage, grant and convey the Property to Lender; and (C) there are no outstanding claims or charges against the Property. I give a general warranty of title to Lender. This means that I will be fully responsible for any losses which Lender suffers because someone other than myself has some of the rights in the Property which I promise that I have. I promise that I will defend my ownership of the Property against any claims of such rights.

UNIFORM PROMISES: I promise and I agree with Lender as follows:

1. Mortgagor's Promises To Pay Principal And Interest Under The Note And To Fulfill Other Obligations

I will promptly pay to Lender when due: principal and interest under the Note and late charges and prepayment charges as stated in the Note.

2. Lender's Application Of Mortgagor's Payments

Unless the law requires otherwise, Lender will apply each of my payments under the Note and under Paragraph 1 above in the following order and for the following purposes:

(A) First, to pay interest then due under the Note; and

(B) Next to pay principal then due under the Note.

3. Mortgagor's Obligation To Pay Charges And To Satisfy Claims Against The Property

I will pay all taxes, assessments, and any other charges and fines that may be imposed on the Property and that may be superior to this Mortgage. I will also make payments due under my lease if I am a tenant on the Property and I will pay ground rents (if any) due on the Property.

Any claim, demand or charge that is made against the property because an obligation has not been fulfilled in known as a "lien." I will promptly pay or satisfy all liens against the Property that may be superior to this Mortgage. However, this Mortgage does not require me to satisfy a superior lien if: (A) I agree, in writing, to pay the obligation which gave rise to the superior lien and Lender approves the way in which I agree to pay that obligation or (B) I, in good faith, argue or defend against the superior lien in a lawsuit so that during the lawsuit, the superior lien may not be enforced and no part of the Property must be given up.

Condominium and PUD Assessments

If the Property includes a unit in a Condominium Project or in a PUD, I will promptly pay, when they are due, all assessments imposed by the owners association or other organization that governs the Condominium Project or PUD. That association or organization will be called the "Owners Association."

4. Mortgagor's Obligation To Obtain And To Keep Hazard Insurance On The Property

(A) Generally I will obtain hazard insurance to cover all buildings and other improvements that now are or in the future will be located on the Property. The insurance must cover loss or damage caused by fire, hazards normally covered by "extended coverage" hazard insurance policies, and other hazards for which Lender requires coverage. The insurance must be in the amounts and for the periods of time required by Lender. It is possible that the insurance policy will have provisions that may limit the insurance company's obligation to pay claims if the amount of coverage is too low. Those provisions are known as "co-insurance requirements." Lender may not require me to obtain an amount of coverage that is more than the larger of the following two amounts: either (i) the amount that I owe to Lender under the Note and under this Mortgage; or (ii) the amount necessary to satisfy the co-insurance requirements.

I may choose the insurance company, but my choice is subject to Lender's approval. Lender may not refuse to approve my choice unless the refusal is reasonable. All insurance policies and renewals of those policies must include what is known as a "standard mortgagee clause" to protect Lender. The form of all policies and the form of all renewals must be acceptable to Lender. Lender will have the right to hold the policies and renewals.

I will pay the premiums on the insurance policies by paying the insurance company directly when the premium payments are due. If Lender requires, I will promptly give Lender all receipts of paid premiums and all renewal notices that I receive.

If there is a loss or damage to the Property, I will promptly notify the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, the Lender may do so.

The amount paid by the insurance company is called "proceeds." The proceeds will be used to repair or to restore the damaged Property unless: (a) it is not economically possible to make the repairs or restoration; or (b) the use of the proceeds for that purpose would lessen the protection given to Lender by this Mortgage; or (c) Lender and I have agreed in writing not to use the proceeds for that purpose. If the repair or restoration is not economically possible or if it would lessen Lenders protection under this Mortgage, then the proceeds will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provision, if any, under the Note.

FILED: QUEENS COUNTY CLERK 04/09/2019 04:55 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 12

RECEIVED NYSCEF: 04/09/2019

Mortgage, continued

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4. Mortgagor's Obligation To Obtain And To Keep Hazard Insurance On The Property (continued)
- If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that the insurance company has offered to settle a claim for insurance benefits, then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.
- If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraph 1 above. However, Lender and I may agree in writing to those delays or changes.
- If Lender acquires the Property under Paragraph 19 below, all of my rights in the insurance policies will belong to Lender. Also, all of my rights in any proceeds which are paid because of damage that occurred before the Property is acquired by Lender or sold will belong to Lender. However, Lender's rights in these proceeds will not be greater than the amount that I owe to Lender under the Note and under this Mortgage immediately before the Property is acquired by Lender or sold.
- (B) Agreements that Apply to Condominium and PUDs
- (i) If the Property includes a unit in a Condominium Project, the Owners Association may maintain a hazard insurance policy which covers the entire Condominium Project. That policy will be called the "master policy." So long as the master policy remains in effect and meets the requirements stated in this Paragraph 4: (a) my obligation to obtain and to keep hazard insurance on the Property is satisfied; and (b) if there is a conflict concerning the use of proceeds, between (1) the terms of this Paragraph 4, and (2) the law or the terms of the declaration, by-laws, regulations or other documents creating or governing the Condominium Project, the law or terms of those documents will govern the use of proceeds. I will promptly give Lender notice if the master policy is interrupted or terminated. During any time that the master policy is not in effect the terms of (a) and (b) of this subparagraph (B) (i) will not apply. (ii) If the Property includes a unit in a Condominium Project, it is possible that proceeds will be paid to me instead of being used to repair or to restore the Property. I give Lender my rights to those proceeds. If the Property includes a unit in a PUD, it is possible that proceeds will be paid to me instead of being used to repair or to restore the common areas or facilities of the PUD. I give Lender my rights to those proceeds. All of the proceeds described in this subparagraph (4) (B) (ii) will be paid to Lender and will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of those proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. The use of proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.
5. Mortgagor's Obligation To Maintain The Property And To Fulfill Obligations In Lease And Agreements About Condominiums and PUDs
- (A) Agreements About Maintaining the Property and Keeping Premises in Lease
- I will keep the Property in good repair. I will not destroy, damage or substantially change the Property, and I will not allow the Property to deteriorate. If I do not own but am a tenant on the Property, I will fulfill my obligations under my lease.
- (B) Agreements that Apply to Condominium and PUDs
- If the Property is a unit in a Condominium Project or in a PUD, I will fulfill of my obligations under the declaration, by-laws, regulations and other documents that create or govern the Condominium Project or PUD. Also, I will not divide the Property into smaller parts that may be owned separately (known as "partition or subdivision"). I will not consent to certain actions unless I have first given Lender notice and obtained Lender's consent in writing. Those actions are:
- (i) The abandonment or termination of the Condominium Project or PUD, unless, in the case of a condominium, the abandonment or termination is required by law;
 - (ii) Any significant change in the declaration, by-laws or regulations of the Owner's Association, trust agreement, articles of incorporation, or other documents that create or govern the Condominium Project or PUD, including, for example, a change in the percentage of ownership of rights held by unit owners, in the Condominium Project or in the common areas or facilities of the PUD;
 - (iii) A decision by the Owners Association to terminate professional management and to begin self-management of the Condominium Project or PUD; and
 - (iv) The transfer, release, creation of liens, partition or subdivision of all or part of the common areas and facilities of the PUD. (However, this provision does not apply to the transfer by the Owners Association of rights to use those common areas and facilities for utilities and other similar or related purposes).
6. Lender's Right To Take Action To Protect The Property
- If (A) I do not keep my promises and agreements made in this Mortgage, or (B) someone, including me, begins a legal proceeding that may significantly affect Lender's rights in the Property (such as, for example, a legal proceeding in bankruptcy in probate, for condemnation, or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions under this Paragraph 6 may include, for example, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Lender must give me notice before Lender may take any of these actions.
- I will pay to Lender any amounts, with interest, which Lender spends under this Paragraph 6. This Mortgage will protect Lender in case I do not keep this promise to pay those amounts with interest. I will pay those amounts to Lender when Lender sends me a notice requesting that I do so. I will also pay interest on those amounts at the same rate stated in the Note. However, if payment of interest at that rate would violate the law, I will pay interest on the amounts spent by Lender under this Paragraph 6 at the highest rate that the law allows. Interest on each amount will begin on the date that the amount is spent by Lender. However, Lender and I may agree in writing to terms of payments that are different from those in this Paragraph.
- Although Lender may take action under this Paragraph 6, Lender does not have to do so.

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INDEX NO. 704318/2019

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7. **Lender's Right To Inspect The Property** Lender, and others authorized by Lender, may enter on and inspect the Property. They must do so in a reasonable manner and at reasonable times. Before one of these inspections is made, Lender must give me notice stating a reasonable purpose for the inspection. That purpose must be related to Lender's right in the Property.
8. **Agreements About Condemnation Of The Property** A taking of property by any governmental authority by eminent domain is known as "condemnation." I give the Lender my right: (A) to proceeds of all awards or claims for damages resulting from condemnation or other governmental taking of the Property; and (B) to process from a sale of the Property that is made to avoid condemnation. All of those proceeds will be paid to Lender.
- If all of the Property is taken, the proceeds will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. If any of the proceeds remain after the amount that I owe to Lender has been paid in full, the remaining proceeds will be paid to me. Unless Lender and I agree otherwise in writing, if only a part of the Property is taken, the amount that I owe to Lender will only be reduced by the amount of proceeds multiplied by the following amount: (i) the total amount that I owe to Lender under the Note and under this Mortgage immediately before the taking, divided by (ii) the fair market value of the Property immediately before the taking. The remainder of the proceeds will be paid to me. The use of the proceeds to reduce the amount that I owe to Lender will not be a prepayment that is subject to the prepayment charge provisions, if any, under the Note.
- If I abandon the Property, or if I do not answer, within 30 days, a notice from Lender stating that a governmental authority has offered to make a payment or to settle a claim for damages then Lender has the authority to collect the proceeds. Lender may then use the proceeds to repair or restore the Property or to reduce the amount that I owe to Lender under the Note and under this Mortgage. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered.
- If any proceeds are used to reduce the amount of principal which I owe to Lender under the Note, that use will not delay the due date or change the amount of any of my monthly payments under the Note and under Paragraph 1 above. However, Lender and I may agree in writing to those delays or changes.
- Condemnation of Common Areas of PUD**
If the Property includes a unit in a PUD, the promises and agreements in this Paragraph 8 will apply to a condemnation, or sale to avoid condemnation, of the PUD's common areas and facilities as well as of the Property.
9. **Continuation Of Mortgagor's Obligations** Lender may allow a person who takes over my rights and obligations to delay or to change the amount of the monthly payments of principal and interest due under the Note or under this Mortgage. Even if Lender does this, however, that person and I will both still be fully obligated under the Note and under this Mortgage unless the conditions stated in Paragraph 18 below have been met.
- Lender may allow those delays or changes for a person who takes over my rights and obligations, even if Lender is requested not to do so. Lender will not be required to bring a lawsuit against such a person for not fulfilling obligations under the Note or under this Mortgage, even if Lender is requested to do so.
10. **Continuation Of Lender's Rights** Even if Lender does not exercise or enforce any right of Lender under this Mortgage or under the law, Lender will still have all of those rights and may exercise and enforce them in the future. Even if Lender obtains insurance, pays taxes, or pays other claims, charges or liens against the Property, Lender will still have the right, under Paragraph 19 below, to demand that I make Immediate Payment in Full (see Paragraph 19 for a definition of this phrase) of the amount that I owe to Lender under the Note and under this Mortgage.
11. **Lender's Ability To Enforce More Than One Of Lender's Rights** Each of Lender's rights under this Mortgage is separate. Lender may exercise and enforce one or more of those rights as well as any of Lender's other rights under the law, one at a time or all at once.
12. **Obligations Of Mortgagors And Of Persons Taking Over Mortgagor's Rights Or Obligations Agreements Concerning Captions** Subject to the terms of Paragraph 18 below, any person who takes over my rights or obligations under this Mortgage will have all of my rights and will be obligated to keep all of my promises and agreements made in this Mortgage. Similarly, any person who takes over Lender's rights or obligations under this Mortgage will have all of Lender's rights and will be obligated to keep all of Lender's agreements made in this Mortgage.
- If more than one person signs this Mortgage as Mortgagor, each of us is fully obligated to keep all of Mortgagor's promises and obligations contained in this Mortgage. Lender may enforce Lender's rights under this Mortgage against each of us individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under the Note and under this Mortgage. However, if one of us does not sign the Note, then (A) that person is signing this Mortgage only to give that person's rights in the Property to Lender under the terms of this Mortgage; and (B) that person is not personally obligated to make payments or to act under the Note or under this Mortgage.
- The captions and titles of this Mortgage are for convenience only. They may not be used to interpret or to define the terms of this Mortgage.

FILED: QUEENS COUNTY CLERK 04/09/2019 04:55 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 12

RECEIVED NYSCEF: 04/09/2019

Mortgage, continued

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13. **Agreements About Giving Notice Required Under This Mortgage** Unless the law requires otherwise, any notice that must be given to me under this Mortgage will be given by delivering it or by mailing it addressed to me at the address stated in the section above titled "Description of the Property." A notice will be delivered or mailed to me at a different address if I give Lender a notice of my different address. Any notice that must be given to Lender under this Mortgage will be given by mailing it to Lender's address stated in Paragraph (D) of the section above titled "Words Used Often in This Document." A notice will be mailed to Lender at a different address if Lender gives me a notice of the different address. A notice required by this Mortgage is given when it is mailed or when it is delivered according to the requirements of this Paragraph.
14. **Agreements About Uniform Mortgage And Law That Governs This Mortgage** This is a "Uniform Mortgage." It contains "uniform promises" that are in mortgages used all over the country and also "non-uniform promises" that vary, to a limited extent, in different parts of the country. The law that applies in the place that the Property is located will govern this Mortgage. (The foregoing sentence shall not limit the applicability of federal law to this Mortgage). If any term of this Mortgage or the Note conflicts with the law, all other terms of this Mortgage and of the Note will still remain in effect if they can be given effect without the conflicting term. This means that any terms of this Mortgage and of the Note which conflict with the law can be separated from the remaining terms, and the remaining terms will still be enforced.
15. **Mortgagor's Copy Of The Note And Of This Mortgage** I will be given a copy of the Note and of this Mortgage. Those copies must show that the original Note and Mortgage have been signed. I will be given those copies either when I sign the Note and this Mortgage or after this Mortgage has been recorded in the proper official records.
16. **Agreements That Apply to VA Loans** A loan that is guaranteed or insured by the United States Veterans Administration is known as a "VA Loan." If the loan that I promise to pay in the Note is a VA loan, then my rights and obligations, as well as those of Lender, are governed by that law which is known as Title 38 of the United States Code and the Regulations made under that Title (called the "VA Requirements"). One or more terms of this Mortgage or of other documents that are signed in connection with my VA loan, might conflict with the VA Requirements. For example, the prepayment terms in the Note or Paragraph 18 of this Mortgage might conflict with the VA Requirements. Lender and I agree that if there is a conflict, the conflicting terms of this Mortgage or other documents are modified or eliminated as is necessary to make all of the conflicting terms agree with the VA Requirements.
17. **Mortgagor's Obligation To Pay Mortgage Insurance Premiums** If Lender required mortgage insurance as a condition of making the loan that I promise to pay under the Note, I will pay the premiums for that mortgage insurance. I will pay the premiums until the requirement for mortgage insurance ends according to written agreement with Lender or according to law.

NON-UNIFORM PROMISES: I also promise and agree with Lender as follows:

18. **Agreements About Assumption Of This Mortgage And About Lender's Rights If Mortgagor Transfers The Property Without Meeting Certain Conditions** If I sell or transfer all or part of the Property or any rights in the Property, any person to whom I sell or transfer the Property may take over all of my rights and obligations under this Mortgage (known as an "assumption of the Mortgage") if certain conditions are met. Those conditions are: (A) I give Lender notice of the sale or transfer; (B) Lender agrees that the person's credit is satisfactory; (C) the person agrees to pay interest on the amount owed to Lender under the Note and under this Mortgage at whatever rate Lender requires, and (D) the person signs an assumption agreement that is acceptable to Lender and that obligates the person to keep all of the promises and agreements made in the Note and in this Mortgage. If I sell or transfer the Property and each of the conditions in (A), (B), (C) and (D) of this Paragraph 18 is satisfied, Lender will release me from all of my obligations under the Note and under this Mortgage.
- If I sell or transfer the Property and the conditions in (A), (B), (C) and (D) of this Paragraph 18 are not satisfied, I will still be fully obligated under the Note and under this Mortgage and Lender may require Immediate Payment in Full, as that phrase is defined in Paragraph 19 below. However, Lender will not have the right to require Immediate Payment in Full as a result of certain transfers. Those transfers are: (i) the creation of liens or other claims against the Property that are inferior to this Mortgage, (ii) a transfer of rights in household appliances to a person who provides me with the money to buy those appliances, in order to protect that person against possible losses, (iii) a transfer of the Property to surviving co-owners, following the death of a co-owner, when the transfer is automatic according to law, (iv) leasing the Property for a term of three years or less, as long as the lease does not include an option to buy.
- If Lender requires Immediate Payment in Full under this Paragraph 18, Lender will send me, in the manner described in Paragraph 13 above, a notice which states this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will begin on the date the notice is mailed or, if it is not mailed, on the date the notice is delivered. If I do not make the required payment during that period, Lender may bring a lawsuit for "foreclosure and sale" under Paragraph 19 below without giving me any further notice or demand for payment. (See Paragraph 19 for a definition of "foreclosure and sale").
19. **Lender's Rights If Mortgagor Fails To Keep Promises And Agreements** If all of the conditions stated in subparagraphs (A), (B), and (C) of this Paragraph 19 are met, Lender may require that I pay immediately the entire amount then remaining unpaid under the Note and under this Mortgage. Lender may do this without making any further demand for payment. This requirement will be called "Immediate Payment in Full."

FILED: QUEENS COUNTY CLERK 04/09/2019 04:55 PM

INDEX NO. 704318/2019

RECEIVED NYSCEF: 04/09/2019

NYSCEF DOC. NO. 12

Mortgage, continued

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**19. Lender's Rights If
Mortgagor Fails To
Keep Promises And
Agreements
(continued)**

If Lender requires Immediate Payment in Full, Lender may bring a lawsuit to take away all of my remaining rights in the Property and to have the Property sold. At this sale Lender or another person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs allowed by law.

Lender may require Immediate Payment in Full under this Paragraph 19 only if all of the following conditions are met:

(A) I fail to keep any promise or agreement in the Mortgage, including the promises to pay when due the amounts that I owe to Lender under the Note and under this Mortgage; and

(B) Lender sends to me, in the manner described in Paragraph 13 above, a notice that states:

- (i) The promise or agreement that I failed to keep;
- (ii) The action that I must take to correct that failure;
- (iii) A date by which I must correct the failure. That date must be at least 30 days from the date on which the notice is mailed to me, or, if it is not mailed, from the date on which it is delivered to me;
- (iv) That if I do not correct the failure by the date stated in the notice, I will be in default and Lender may require Immediate Payment in Full, and Lender or another person may acquire the Property by means of foreclosure and sale;
- (v) That I may speak with a named representative of Lender to discuss any questions which I have about the things stated in the notice;
- (vi) That if I meet the conditions stated in Paragraph 20 below, I will have the right to have any lawsuit for foreclosure and sale discontinued and to have the Note and this Mortgage remain in full effect as if Immediate Payment in Full had never been required; and
- (vii) That I have the right in any lawsuit for foreclosure and sale to argue that I did keep my promises and agreements under the Note and under this Mortgage, and to present any other defenses that I may have; and

(C) I do not correct the failure stated in the notice from Lender by the date stated in that notice.

**20. Mortgagor's Right
To Have Lender's
Lawsuit For
Foreclosure And
Sale Discontinued**

Even if Lender has required Immediate Payment in Full, I may have the right to have discontinued any lawsuit brought by Lender for foreclosure and sale or for other enforcement of this Mortgage. I will have this right at any time before a judgment has been entered enforcing this Mortgage if I meet the following conditions:

(A) I pay to Lender the full amount that would have been due under this Mortgage and the Note, if Lender had not required Immediate Payment in Full; and

(B) I correct my failure to keep any of my other promises or agreements made in this Mortgage; and

(C) I pay all of Lender's reasonable expenses in enforcing this Mortgage including, for example, reasonable attorneys' fees; and

(D) I do whatever Lender reasonably requires to assure that Lender's rights in the Property, Lender's rights under this Mortgage, and my obligations under the Note and under this Mortgage continue unchanged.

If I fulfill all of the conditions in this Paragraph 20, then the Note and this Mortgage will remain in full effect as if Immediate Payment in Full had never been required.

**21. Lender's Rights To
Rental Payments
From The Property
And To Take
Possession Of The
Property**

As additional protection for Lender, I give to Lender all of my rights to any rental payments from the Property. However, until Lender requires Immediate Payment in Full under Paragraph 18 to 19 above, or until I abandon the Property, I have the right to collect and keep those rental payments as they become due. I have not given any of my rights to rental payments from the Property to anyone else, and I will not do so without Lender's consent in writing.

If Lender requires Immediate Payment in Full under Paragraphs 18 to 19 above, or if I abandon the Property, the Lender, persons authorized by Lender, or a receiver appointed by a court at Lender's request may: (A) collect the rental payments, including overdue rental payments, directly from the tenants; (B) enter on and take possession of the Property; (C) manage the Property, and (D) sign, cancel and change leases. I agree that if Lender notifies the tenants that Lender has the right to collect rental payments directly from them under this Paragraph 21, the tenants may make those rental payments to Lender without having to ask whether I have failed to keep my promises and agreements under this Mortgage.

If there is a judgment for Lender in a lawsuit for foreclosure and sale, I will pay to Lender reasonable rent from the date the judgment is entered for as long as I occupy the Property. However, this does not give me the right to occupy the Property.

All rental payments collected by Lender or by a receiver, other than the rent paid by me under this Paragraph 21, will be used first to pay the costs of collecting rental payments and of managing the Property. If any part of the rental payments remains after those costs have been paid in full, the remaining part will be used to reduce the amount that I owe to Lender under the Note and under this Mortgage. The costs of managing the Property may include the receiver's fees, reasonable attorneys' fees and the costs of any necessary bonds. Lender and receiver will be obligated to account only for those rental payments that they actually receive.

FILED: QUEENS COUNTY CLERK 04/09/2019 04:55 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 12

RECEIVED NYSCEF: 04/09/2019

Mortgage, continued

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Paragraph 22 has been intentionally deleted.

23. Lender's
Obligation To
Discharge This
Mortgage When
The Note And
This Mortgage
Are Paid In Full

When Lender has been paid all amounts due under the Note and under this Mortgage, Lender will discharge this Mortgage by delivering a certificate stating that this Mortgage has been satisfied. I will not be required to pay Lender for the discharge, but I will pay all costs of recording the discharge in the proper official records.

24. Agreements
About New York
Lien Law.

I will receive all amounts lent to me by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that if, on the date this Mortgage is recorded in the property official records, construction or other work on any building or other improvement located on the Property has not been completed for a least four months, I will: (A) hold all amounts, which I receive and which I have a right to receive from Lender under the Note as a "trust fund," and (B) use those amounts to pay for that construction or work before I use them for any purpose. The fact that I am holding those amounts as a "trust fund" means that I have a special responsibility under the law to use the amounts in the manner described in this Paragraph 24.

By signing this Mortgage I agree to all of the above.

Witnesses:

Mortgagor: MAURICE U OPARAJI
☒ Married ☐ Unmarried

10/24/2003

Mortgagor: ADA OPARAJI
☐ Married ☐ Unmarried

10/24/2003

Mortgagor:
☐ Married ☐ Unmarried

Mortgagor:
☐ Married ☐ Unmarried

☐ Married ☐ Unmarried

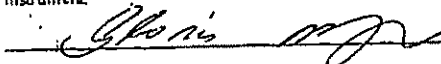
☐ Married ☐ Unmarried

State of New York

} ss:

County of QUEENS

On the 10/24/2003, before me, the undersigned, a Notary Public in and for said State, personally appeared MAURICE U OPARAJI and ADA OPARAJI, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he(she)(they) executed the same in his (her)(their) capacity(ies), and that by his(her)(their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed this instrument.

 Notary Public

GLOFIA MORRIS
Notary Public, State of New York
No. 0140048533
Qualified in Queens County
Commission Expires Dec. 18, 2006

SEAL

State, District of Columbia, Territory, Possession or Foreign Country

} ss:

On the _____ day of _____, in the year _____, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he(she)(they) executed the same in his (her)(their) capacity(ies), that by his(her)(their) signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed this instrument, and that such individual made such appearance before the undersigned in the _____ (Insert the city or other political subdivision and the state or country or other place the acknowledgment was taken).

Signature and office of individual taking acknowledgment

FILED: QUEENS COUNTY CLERK 04/09/2019 04:55 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 12

RECEIVED NYSCEF: 04/09/2019

SCHEDULE A

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being in the Borough and County of Queens, City and State of New York, bounded and described as follows:

BEGINNING at the corner formed by the intersection of the northerly side of 133rd Road (Gordon Place) (60 feet wide) with the easterly side of 245th Street (60 feet wide), as said street and road are shown on The Final Topographical Map for the City of New York, Borough of Queens;

RUNNING THENCE Northerly along the easterly side of 245th Street, 78.34 feet;

THENCE Southerly along a line forming an interior angle of 15 degrees 17 minutes 45 seconds with the easterly side of 245th Street, 26.19 feet;

THENCE Northeasterly along a line forming an interior angle of 274 degrees 52 minutes 35 seconds with the preceding course, 77.86 feet;

THENCE Southerly along a line forming an interior angle of 69 degrees 49 minutes 40 seconds with the preceding course, 79.91 feet to the northerly side of 133rd Road;

THENCE Westerly along the northerly side of 133rd Road, 80 feet to the point or place of BEGINNING.

THIS PROPERTY IS OR WILL
BE PRINCIPALLY IMPROVED
BY A ONE OR TWO FAMILY DWELLING

Attachment 30 to Complaint

FILED: QUEENS COUNTY CLERK 10/24/2019 03:20 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 78

RECEIVED NYSCEF 10/24/2019

INDEX # 704318/2019

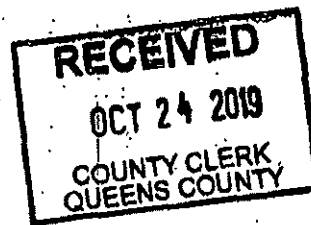
MAURICE OPARAJI

245-11 133 Road
Rosedale, NY 11422
Home: 718-978-3581
Mobile: 347-650-7895
mroparaji@yahoo.com
mrmoparaji@gmail.com

October 23, 2019

The United States Attorney's Office
for the Eastern District of New York
271 Cadman Plaza East, 7th Floor
Brooklyn NY 11201

Tel: (718)254-7000
Fax: (718)254-7508



Dear Sir/Madam:

RE: AFFIDAVIT OF FORGERY: ABN AMRO MORTGAGE GROUP, INC
BY MAURICE OPARAJI and ADA OPARAJI

Enclosed, please find an Affidavit of Forgery by Maurice Oparaji and Ada Oparaji. If you have any questions, please contact Maurice Oparaji at Home: 718-978-3581; Mobile: 347-650-7895, or via e-mail at mroparaji@yahoo.com; mrmoparaji@gmail.com

I thank you for your kind consideration in this matter.

Most respectfully,

Maurice Oparaji
Maurice Oparaji

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FILED: QUEENS COUNTY CLERK 10/24/2019 03:20 PM

INDEX NO. 704318/2019

NYSCEF DOC. NO. 78

RECEIVED NYSCEF: 10/24/2019

8. MAURICE OPARAJI and ADA OPARAJI immediately reported to the State of New York, Office of the Attorney General. In a letter dated August 7, 2012, File Number: 2012-1032547, Ronald Furan of the State of New York, Office of the Attorney General, Bureau of Consumer Frauds and Protection forwarded our correspondence to the District Attorney of Queens County. **Exhibit E.**
9. Investigation by the District Attorney of Queens County led to the arrest of the Citibank's representative Richard Babeck. Richard Babeck was arraigned on charges of filing False Instrument and Unlawful Practice of Law without a License. Richard Babeck pled guilty stating that he was directed by Citibank, N.A. d/b/a/ CitiMortgage, Inc to file the 03/31/2004 and 04/01/2004 Mortgage and the Note. In July 10, 2013 Richard Babeck was sentenced for filing False Instrument and Unlawful Practice of Law without a License. **Exhibit F.**
10. ABN Amro Mortgage Group, Inc has a history and patterns for document forgery. In ABN Amro Mortgage Group Inc., an Ann Arbor-based subsidiary of Chicago-based LaSalle Bank, has agreed to a settlement of \$41 million with the U.S. Department of Housing and Urban Development and the Justice Department following an investigation into the falsification of documents for 28,097 loan. (<https://www.craigslist.com/article/20060104/SUB/601040855/abn-amro-mortgage-agrees-to-41m-settlement-with-feds-largest-fha>). **Exhibit G.**
11. ABN Amro found a total of 114 employees guilty of falsifying signatures on mortgage advices. Most of them were reprimanded and a number were dismissed, including some managers. (<https://nltimes.nl/2017/06/08/abn-amro-sacks-10-managers-mortgage-fraud-100-staffers-reprimanded>). **Exhibit H.**
12. This affidavit of forgery is submitted by MAURICE OPARAJI and ADA OPARAJI in support of our claim that ABN Amro Mortgage Group, Inc, forged the Mortgage and Note bearing Account Number 644039475 dated 03/31/2004 and 04/01/2004 respectfully, from the Mortgage and Note signed by us on 10/24/2003.
13. Since May 24, 2012, we discovered the 03/31/2004 and 04/01/2004 Note, we have made several demands/attempts to ABN AMRO MORTGAGE GROUP, INC and CITIBANK, N.A., d/b/a/ CITIMORTGAGE to provide the 10/24/2003 Note to us, or make the Note available for us to sight and make copies, but ABN AMRO MORTGAGE GROUP and CITIBANK, N.A., d/b/a/ CITIMORTGAGE have failed to do so because the 03/31/2004 and 04/01/2004 Note was copied from the 10/24/2003 Note, that was signed and executed by Mr. and Mrs. Oparaji. **See Exhibits I; J; and K.**

FILED: QUEENS COUNTY CLERK 10/24/2019 03:20 PM

NYSCEF DOC. NO. 78

INDEX NO. 704318/2019

RECEIVED NYSCEF: 10/24/2019

14. Till date, ABN AMRO MORTGAGE GROUP, INC. and CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC, have not provided us with the Note signed by us on 10/24/2003.
15. We understand the forgery is subject to investigation by Local, State, and/or Federal law enforcement agencies.
16. We understand making a false sworn statement is subject to Federal and/or State Statutes and may be punishable by fine and/or imprisonment.
17. We further acknowledge that the United States Attorney's Office for the Eastern District of New York may need to disclose the contents of this affidavit to third parties, including ABN AMRO MORTGAGE GROUP, INC.; CITIBANK, N.A., d/b/a/ CITIMORTGAGE, INC.; RICHARD M. BABECK; TERRY JOHNSON, CIVIL COURT OF CITY OF NEW YORK; SUPREME COURT OF STATE OF NEW YORK, AND UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF NEW YORK, as part of its investigation and we hereby consent to such disclosure.

NOTARY ACKNOWLEDGMENT

State of New York County of NASSAU

On October 23rd 2019 before me, Gregg McLeod.

Personally appeared:

Maurice Oparaji
MAURICE OPARAJI

Ada Oparaji
ADA OPARAJI

Personally known to me OR proved to me on the basis of satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures.

WITNESS my hand and official seal

Gregg McLeod
SIGNATURE OF NOTARY

GREGG MCLEOD
Notary Public - State of New York
No. 01MC6193923
Qualified in Nassau County
My Comm. Expires Sep. 22, 2020